



Town of Arlington Board of Selectmen

Meeting Agenda

August 7, 2017

7:15 PM

Selectmen's Chambers, 2nd Floor, Town Hall

FOR APPROVAL

1. Verizon Cable License Renewal
John Maher, Chair, Cable Advisory Committee
Adam W. Chapdelaine, Town Manager
Douglas Heim, Town Counsel

CONSENT AGENDA

2. Appointment: Zoning Board of Appeals, Associate Member to Voting Member
Shawn O'Rourke (term 9/15/17 - 10/1/20)
3. For Approval: Arlington Center for the Arts, Open Studios' Pole Banners
Linda Shoemaker, Arlington Center for the Arts Executive Director
4. Request: Special (One Day) Beer & Wine License, 9/16/17 Town Day Beer Garden
Kevin F. Greeley, Selectman
5. Request: Special (One Day) Beer & Wine License, 9/23/17 @ Robbins Memorial Town Hall for a Private Event
Tovar and Bascuas Wedding
6. Appointment of New Election Workers: (1) Patricia Costa, 82 Milton Street, D, Pct. 17; (2) Julie Foran, 5 Reed Street, UI, Pct. 19

PUBLIC HEARINGS

7. 7:15 p.m. Alcohol Compliance Hearing
Package Store:
a) Prime, Your Local Butcher (EPW, LLC), 1398 Massachusetts Avenue
Douglas W. Heim, Town Counsel

APPOINTMENTS

8. Appointment: Poet Laureate
Catherine Desjardins (term to expire 7/31/2018)

LICENSES & PERMITS

9. Request: Common Victualler License
Dunkin Donuts, 101 Broadway, James Angiolillo/John Angiolillo/
Christopher Angiolillo/Mohamed Hiaoui

CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF OPEN FORUM

Except in unusual circumstances, any matter presented for consideration of the Board shall neither be acted upon, nor a decision made the night of the presentation in accordance with the policy under which the Open Forum was established. It should be noted that there is a three minute time limit to present a concern or request.

TRAFFIC RULES & ORDERS / OTHER BUSINESS

10. For Approval: Sidewalk Treatment "Buy-Up" - Historic Districts
Adam W. Chapdelaine, Town Manager

CORRESPONDENCE RECEIVED

Request Reconsideration of Parking Ticket Appeal Fee
Joan M. Pirrello, 48 Wildwood Avenue

Speeding Traffic Concern on Hutchinson Road
Lauren Dowley via Request/Answer Center

Request One Space On Street Overnight Parking at or near 97 Bow Street
Aine Minogue, 97 Bow Street

Problems with Certain MBTA Bus Stop Markings in East Arlington
Catherine King, 215 Massachusetts Avenue

NEW BUSINESS

EXECUTIVE SESSION

Next Scheduled Meeting of BoS September 11, 2017.



Town of Arlington, Massachusetts

Verizon Cable License Renewal

Summary:

John Maher, Chair, Cable Advisory Committee

Adam W. Chapdelaine, Town Manager

Douglas Heim, Town Counsel

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Arlington_Verizon_Renewal_License_for_Execution_8-7-17.pdf	Arlington Verizon Renewal License for Execution

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

AUGUST 7, 2017

**BOARD OF SELECTMEN
TOWN OF ARLINGTON
MASSACHUSETTS**

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EXHIBITS

EXHIBIT A -- PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT B -- CAPITAL FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT C -- OPERATING FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT D -- PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE (this “Renewal License”) is entered into by and between the Selectmen of the Town of Arlington, as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Issuing Authority granted to Licensee effective as of March 26, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of ten (10) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to applicable federal and State law(s), the Issuing Authority transmitted its Request-for-Proposal (“RFP”) to Licensee on October 25, 2016 for response by Licensee;

WHEREAS, pursuant to applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town, said proposal dated November 28, 2016;

WHEREAS, the Issuing Authority and the Licensee agreed to and signed an Amendment extending the Final License term;

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a Renewal License to the Licensee, the Licensee’s commitment to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Renewal License. For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Arlington and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Town and in accordance with the terms of this Renewal License.

1.2. *Access Corporation*: The entity, designated by the Issuing Authority of the Town of Arlington, that is responsible for operating and managing the use of PEG Access Channels, facilities, funding and programming in the Town.

1.3. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.4. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.5. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.6. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.7. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the

Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.9. *CMR*: The Code of Massachusetts Regulations.

1.10. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.11. *Communications Act*: The Communications Act of 1934, as amended.

1.12. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.13. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.14. *Educational Access Channel*: An Access Channel available for the use of local educational institutions in the Town, as well as the Access Corporation.

1.15. *Effective Date*: The Effective Date of this Renewal License, being August 7, 2017.

1.16. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.17. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.18. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Renewal License.

1.19. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its designee Access Corporation to present non-commercial governmental programming.

1.20. *Gross Revenues*: All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers (including

Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this Renewal License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law. For the avoidance of doubt, Gross Revenue shall include the amount of Licensee’s gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.2.3 below. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

1.20.1. Revenues received by any of Licensee’s Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

1.20.2. Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.20.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee’s provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenues;

1.20.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.20.5. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.20.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.20.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.20.9. Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.21. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p.

1.22. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.23. *Issuing Authority:* The Board of Selectmen of the Town of Arlington, Massachusetts.

1.24. *Leased Access Channel:* A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.25. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Communications Act and Section 9 of M.G.L. Chapter 166A.

1.26. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.27. *M.G.L. Chapter 166A:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.28. *Non-Cable Services:* Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.29. *Normal Business Hours:* Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.30. *Normal Operating Conditions:* Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee

include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

1.31. *PEG*: Public, educational, and governmental.

1.32. *PEG Access Capital Funding*: Funding to be provided by the Licensee to the Town for cable-related purposes, as set forth in Section 5.2.1 of this Renewal License.

1.33. *PEG Access Channel*: An Access Channel made available to the Town and/or the Access Corporation for PEG Access Programming pursuant to the terms of this Renewal License.

1.34. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Renewal License, and applicable laws.

1.35. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.36. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.37. *Public Access Channel*: An Access Channel made available by the Licensee for the use by the residents in the Town and/or the Access Corporation.

1.38. *Public Rights-of-Way*: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

1.39. *Renewal License*: The non-exclusive Cable Television Renewal License to be granted to the Licensee, as provided herein.

1.40. *Respond*: The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

1.41. *Service Area*: The entire existing territorial limits of the Town.

1.42. *Service Call*: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

1.43. *Service Interruption*: The loss of picture or sound on one or more Channels.

1.44. *Significant Outage*: Any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

1.45. *Standard Definition (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.46. *Standard Installation*: Residential installations where the Subscriber is within one hundred fifty (150) feet of the Licensee's Cable System, as described in Section 3.2 below.

1.47. *State*: The Commonwealth of Massachusetts.

1.48. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee's express permission.

1.49. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.50. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.51. *Title II*: Title II of the Communications Act.

1.52. *Title VI*: Title VI of the Communications Act.

1.53. *Town*: The Town of Arlington, Massachusetts.

1.54. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.55. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming to multiple Subscribers within the territorial boundaries of the Town.

2. GRANT OF RENEWAL LICENSE AUTHORITY

2.1 *Grant of Authority*: Subject to the terms and conditions of this Renewal License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Renewal License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful

regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is constructed, operated, and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this Renewal License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting are not inconsistent with federal and State law.

2.3. *Term:* The term of this Renewal License shall be for a period of five (5) years, commencing on August 7, 2017 (the "Effective Date"), and shall expire at midnight on August 6, 2022, unless sooner revoked or terminated as provided herein.

2.4. *Modification:* If the Issuing Authority, after the Effective Date of this Renewal License, grants any written franchise, agreement, or license, or grants any other written and lawful authorization, to a VSP to provide Video Programming to residents of the Town in the Service Area only using any portion of the Public Rights-of-Way that the Licensee believes is on terms more favorable or less burdensome, taken on the whole, than the terms in this Renewal License, the Issuing Authority and Licensee agree as follows:

Upon Licensee's written notice to the Issuing Authority, Licensee and the Issuing Authority shall, within thirty (30) days of the Issuing Authority's receipt of such notice from the Licensee, commence good faith negotiations to discuss whether such additional written franchise, agreement, or license, or other written and lawful authorization is on terms more favorable or less burdensome, taken on the whole, than the terms in this Renewal License. If, after such discussions, the Licensee continues to believe that such additional written franchise, agreement, or license, or other written and lawful authorization is on terms more favorable or less burdensome, taken on the whole, than the terms in this Renewal License, the Issuing

Authority and the Licensee shall commence good faith negotiations to lawfully amend this Renewal License to ensure that this Renewal License is not on terms less favorable or more burdensome, taken on the whole, than the terms in any such written franchise, agreement, license or other written authorization granted to a VSP. If, after such good faith negotiations, the Issuing Authority and Licensee cannot reach agreement on possible amendment(s) to this Renewal License based on the criteria above, then, either party may submit this matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.5. *Grant Not Exclusive:* This Renewal License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Renewal License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.6. *Renewal License Subject to Applicable Federal and State Law:* Subject to Section 2.7 below, this Renewal License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.7. *Change of Laws:* If, subsequent to the Effective Date, there is a change in federal or State law that eliminates the authority of local governments to require and/or grant cable television licenses and/or franchises for the provision of Cable Service, then to the extent permitted by law this Renewal License shall survive such legislation and remain in effect for the term of this Renewal License.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this Renewal License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this Renewal License or applicable law, or to require performance under this Renewal License, shall not be deemed to constitute a waiver of such right or of performance of this Renewal License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Renewal License:*

2.9.1. The provisions of this Renewal License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers:* Nothing in this Renewal License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Renewal License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Renewal License.

2.11. *Transfer of the Renewal License:*

2.11.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.11.2 below, the Licensee shall not transfer this Renewal License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.11.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this Renewal License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this Renewal License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.11.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Renewal License, and any other criteria allowable under applicable law and/or regulation.

2.11.4. The consent or approval of the Issuing Authority to a transfer of this Renewal License shall not constitute a waiver or release of the rights of the Town under this Renewal License.

2.11.5. In the event that this Renewal License is transferred, the transferee shall be subject to all of the terms and conditions contained in this Renewal License.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Town, except: (A) for periods of Force Majeure; (B) for periods of delay resulting from the Licensee's inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (C) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (D) in developments or buildings that the Licensee cannot access under reasonable terms and conditions after good faith negotiations, as determined in good faith by the Licensee; and (E) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* If requested by the Town pursuant to written notice, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* The Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code.

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law governing Subscribers’ capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels, Interconnection and Cablecasting:*

5.1.1. The Licensee shall make available to the Issuing Authority and/or the Access Corporation capacity for continuation of three (3) SD PEG Access Channels on its Basic Service Tier and provision of one (1) HD PEG Access Channel. Such HD PEG Access Channel shall not be available before March 1, 2018; provided, however, that the Issuing Authority shall send a written request for the provision and activation of such HD PEG Access Channel to the Licensee at least one hundred and eighty (180) days before the Licensee’s activation of such channel. The Licensee may, after providing prior notice to the Issuing Authority, Subscribers, and the Access Corporation, reposition all of the SD and HD PEG Access Channels on its Cable System at the time of such activation. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p. The HD PEG Access Channel may not be available at all times during the term of this Renewal License on Licensee’s Basic Service Tier and that, in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.2. The Licensee may carry PEG Access Programming within and outside the Town’s jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the Access Corporation. The Licensee

reserves the right to make or change PEG Access Channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the Access Corporation, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Town and/or the Access Corporation determine to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.1.3. *Interconnection:* The Licensee shall continue to connect to equipment owned by the Town and/or the Access Corporation located at 85 Park Avenue, Arlington, Massachusetts. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG and/or Access Corporation's PEG Access equipment shall be at the output of the Town's signal processing equipment at 85 Park Avenue, Arlington, Massachusetts. The Town and/or the Access Corporation shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point. The Town and/or the Access Corporation shall be solely responsible for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format for the SD PEG Access Channels made available pursuant to Section 5.1.1 supra and in HD-SDI format with a resolution of 720p for the HD PEG Access Channel made available under Section 5.1.1 supra, with either mono or stereo audio signals. The Licensee shall not be obligated to provide the Town or the Access Corporation with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's or Access Corporation's side of the demarcation point. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.1.4. The Licensee may charge the Issuing Authority for costs associated with any of the following:

(i) an upgrade by Licensee of equipment on its side of the demarcation point where the need for such upgrade is initiated solely by the Issuing Authority or the Access Corporation in writing only;

(ii) a physical relocation by Licensee of a connection on Licensee's side of the demarcation point where the need for such relocation is initiated solely by the Issuing Authority or the Access Corporation in writing only;

(iii) a physical re-installation and/or replacement by Licensee of a connection on Licensee's side of the demarcation point where the need for such re-installation and/or replacement is initiated solely by the Issuing Authority or the Access Corporation in writing only; or

(iv) a physical installation by Licensee of a new connection on its side of the demarcation point if initiated solely by the Issuing Authority or the Access Corporation in writing only.

The Issuing Authority's responsibility for the above costs is subject to the Licensee's prior disclosure of all such costs in writing and the Issuing Authority's express written consent to such costs.

5.2. PEG Access Capital Funding and PEG Access Support:

5.2.1. PEG Access Capital Funding:

(A) The Licensee shall provide the following two (2) separate funding sources to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, for PEG Access Capital Funding purposes:

(1) The Licensee shall provide a total of one hundred and twenty five thousand dollars (\$125,000.00). The Licensee shall provide such funding on an annual basis, no later than July 1st of each year of this Renewal License, in the amount of twenty five thousand dollars (\$25,000.00) each year; provided, however, that the first year's payment shall be made within thirty (30) days of the Effective Date; and

(2) The Licensee shall provide the amount of .325% of the Licensee's Gross Revenues as defined in section 1.20 supra, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(I) The first .325% PEG Access Capital Funding payment under this Renewal License shall be made on or before November 15, 2017, for the previous period from the Effective Date through September 30, 2017.

(II) Subsequent .325% payments under this Renewal License shall be made on the dates in paragraph 5.2.1(A)(2) above.

(III) The Licensee shall file with each of said .325% quarterly payments a completed Gross Revenues Reporting Form, substantially in the form as **Exhibit B**. If the Licensee's quarterly payments to the Issuing Authority were less than .325% of the Licensee's Gross Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment date subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Revenues as defined in section 1.20 supra.

(IV) In no case shall said .325% payment(s) include the PEG Access Support required by section 5.2.2 below.

(B) In no case shall the PEG Access Capital Funding payments be counted against (i) any license fee payment, required by section 6.1 below; and/or (ii) any other fees or payments required by applicable laws.

(C) The Town and/or Access Corporation shall own all equipment purchased with funding pursuant to this section 5.2.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Access Capital Funding.

5.2.2. *PEG Access Support:* The Licensee shall provide annual funding to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, to be used to support ongoing operations of PEG Access Programming (the “PEG Access Support”). Such funding shall be used by the Town and/or the Access Corporation for personnel, operating and other related expenses incurred in connection with PEG Access Programming operations. Subject to Section 6.2 below, the PEG Access Support provided by the Licensee hereunder shall be five percent (5%) of the Licensee’s Gross Revenues and shall be paid in accordance with Section 5.2.3 below; provided, however, that if the renewal license of the incumbent cable operator (or its successor or assign) in the Town, provides for the incumbent to pay a lower percentage during such time period, then the percentage of the Licensee’s PEG Access Support payments shall be reduced to match such lower percentage over that same time period.

5.2.3. *Payments:* The PEG Access Support payments, pursuant to Section 5.2.2 above, shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenues reporting form substantially in the form of **Exhibit C**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, or shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of this Section 5.2.3, the period for determining Gross Revenues shall be the preceding calendar quarter. The Licensee represents that, in accordance with the terms of its Final Cable License with the Issuing Authority dated March 26, 2007, when the Licensee bundled Cable Service with Non-Cable Service, the calculation of Gross Revenues (for purposes of calculating PEG Access Support payments to the Issuing Authority) was based on the cost of Cable Services as billed to Subscribers. The Licensee and the Issuing Authority agree to the continuation of this calculation methodology under this Renewal License. The parties agree that tariffed Telecommunications Services that cannot be discounted under State or federal law or regulation are excluded from the bundled discount allocation in this Section.

5.2.4. *Recovery of Costs:* To the extent permitted by applicable federal law, the Licensee shall be allowed to recover the costs of the PEG Access Capital Funding, the PEG Access Support and any other costs, including interconnection costs (to the extent permitted by applicable federal law), arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber’s bill.

5.2.5. *Late Payments:* In the event that any of the PEG Access Capital Funding (Section 5.2.1), the PEG Access Support (Section 5.2.2) and/or the License Fee payments (Section 6.1 below) is or are not paid on or before the due date set forth in this Renewal License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, compounded annually.

5.3. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the Access Corporation. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.4. *Censorship:* The Licensee, the Town and the Access Corporation shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.5. *PEG Operational Rules.* The Issuing Authority and/or the Access Corporation shall establish rules and regulations that require all local producers and users of any of the PEG facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The Access Corporation shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this Renewal License.

5.6. *Listing of PEG Access Programming On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.7. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Programming VOD in the Town; however, the Licensee shall not be required to provide PEG Access Programming VOD in the Town.

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *Maximum License Fee Obligation:* The Licensee shall not be liable for an annual License Fee commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided that such five percent (5%) shall include (i) the License Fee payable to the Town (Section 6.1), (ii) the License Fee payable to the Commonwealth of Massachusetts pursuant to Section 9 of M.G.L. Chapter 166A, and (iii) the PEG Access Support (Section 5.2.2); provided, however, that such five percent (5%) cap shall not include (A) the PEG Access/Capital Funding (Section 5.2.1), (B) PEG Access interconnection costs (Section 5.1.3), (C) any interest due herein to the Town because of late payments (Section 5.2.5), (D) any liquidated damages (Section 11.6), and (D) any other exclusions to the term “franchise fee” pursuant to Section 622(g)(2) of the Communications Act.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this Renewal License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this Renewal License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. Recomputation:

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.2.5 above and/or pursuant to this Section 6.5. All amounts shall be subject to audit and recomputation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this Final License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30)

business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.2.5 above.

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments herein.

6.5. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

7. CUSTOMER SERVICE

The customer service standards in this Article 7 shall apply to the Licensee regarding its provision of Cable Services over the Cable System in the Town, and shall be binding unless amended by written consent of the parties.

7.1. *Bill Payment Office; Equipment Pick-Up.* The Licensee shall have a location reasonably convenient to the Town that will be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) having Licensee's representative(s) visit the Subscriber's premises to pick-up or exchange Subscriber equipment, (ii) using a mailer, or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

7.2. Telephone Availability:

7.2.1. The Licensee shall maintain a local and a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. The Licensee's representatives shall be trained and qualified to answer questions related to Cable Service in the Town and shall be available to receive reports of Service Interruptions and Significant Outages twenty-four (24) hours a day, seven (7) days a week, and all other inquiries at least forty-five (45) hours per week. The Licensee representatives shall identify themselves by name when answering this number.

The Licensee reserves the right to modify its business operations with respect to such customer service call center; provided, however, that Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer call center. If Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain an Automated Response Unit ("ARU") or Voice Response Unit ("VRU") for Subscriber inquiries, outage reporting,

Complaints, and the provision of information regarding billing, technical support, and other Subscriber information, including self-help options. The ARU or VRU shall offer the Subscriber the opportunity to schedule a callback on the next business day.

7.2.2. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Town, beginning with the next publication cycle after the Effective Date.

7.2.3. The Licensee may use an Automated Response Unit ARU or a VRU to distribute telephone calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

7.2.4. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2.5. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal less than three percent (3%) of the time during any calendar quarter.

7.2.6. Upon written request from the Issuing Authority, but in no event more than once a quarter, thirty (30) days following the end of each quarter, the Licensee shall report to the Issuing Authority in writing the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Section 7.2.4.

(2) Percentage of time customers received busy signal when calling the customer service center as set forth in Section 7.2.5.

Subject to applicable consumer privacy requirements, underlying information used to generate said reports will be made available to the Town for review upon reasonable request.

7.2.7. At the Licensee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change at least thirty (30) days in advance of any implementation.

7.3. Installations and Service Appointments:

7.3.1. All installations shall be in accordance with applicable FCC rules relating to grounding, connection of equipment, and the provision of required consumer information and literature to adequately inform the Subscriber about using the Licensee-supplied equipment and Cable Service.

7.3.2. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal (“ONT”) on the customer’s premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer’s premises. The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer’s premises.

7.3.3. The Licensee shall provide the Issuing Authority with a report, upon written request from the Issuing Authority but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. At the Licensee’s option, the measurements and reporting of the above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change not less than thirty (30) days in advance.

7.3.4. The Licensee shall offer Subscribers “appointment window” alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, generally beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee’s discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

7.4. Service Interruptions and Outages:

7.4.1. The Licensee shall promptly notify the Issuing Authority in writing of any Significant Outage of the Cable Service.

7.4.2. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

7.4.3. Under Normal Operating Conditions, the Licensee shall Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee shall begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

7.4.4. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time the Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

7.4.5. The Licensee shall meet the standard in Section 7.4.4 for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

7.4.6. The Licensee shall provide the Issuing Authority with a report in writing, upon written request from the Issuing Authority, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section 7.4. Subject to applicable consumer privacy requirements, underlying information used to generate said reports will be made available to the Issuing Authority for review upon reasonable request. At the Licensee's option, the above measurements and reporting may be changed for calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change at least thirty (30) days in advance.

7.4.7. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the Basic Service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Licensee provided that such determination is non-discriminatory and in accordance with applicable laws. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

7.4.8. With respect to service issues concerning Cable Services provided to Town facilities, the Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the

Licensee shall notify the Issuing Authority in writing as to the reason(s) for the delay and provide an estimated time of repair.

7.4.9. Licensee may provide all notices identified in this Section electronically or on-screen.

7.5. *Subscriber Complaints:*

Under Normal Operating Conditions, the Licensee shall resolve Subscriber Complaints referred by the Issuing Authority within seventy-two (72) hours; provided, however, that the Licensee shall notify the Issuing Authority of those matters that necessitate an excess of seventy-two (72) hours to resolve, which matters shall be resolved within fifteen (15) days of the initial Complaint. The Issuing Authority may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section 7.5, “resolve” means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber’s Complaint and advise the Subscriber of the results of that investigation.

7.6. *Billing:*

7.6.1. Subscriber bills shall be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate all Cable Service activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. In accordance with applicable law(s), the Licensee shall be allowed to itemize as separate line items, without limitation, License Fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of Subscriber bills.

7.6.2. In accordance with 207 CMR 10.05(1), Subscriber payment shall be due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five (5) business days following the mailing date of the bill.

7.6.3. A specific due date shall be listed on the bill of every Subscriber.

7.6.4. Any billing disputes registered by a Subscriber shall be resolved in accordance with 207 CMR 10.07.

7.6.5. The Licensee shall notify the Subscriber of the result of its investigation of any Complaint and shall give an explanation for its decision within thirty (30) business days after the receipt of the Complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of the Licensee’s investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under this Renewal License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or the Licensee may petition the Cable Division to resolve disputed matters within thirty (30) days of any final action.

7.6.6. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers, to the Issuing Authority upon request.

7.6.7. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Licensee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

7.7. *Deposits, Refunds and Credits:*

7.7.1. The Licensee shall comply with 207 CMR 10.08 with respect to security deposits.

7.7.2. Under Normal Operating Conditions, refund checks shall be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

7.7.3. Credits for Cable Service shall be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

7.8. *Rates, Fees and Charges:*

7.8.1. The Licensee shall not, except to the extent permitted by applicable laws, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Licensee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

7.8.2. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. The Licensee's imposition of late fees shall comply with 207 CMR 10.05(3).

7.9. *Termination of Service:*

7.9.1. The Licensee shall comply with 207 CMR 10.05 with respect to delinquency and termination of service.

7.9.2. In accordance with applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow

the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

7.10. *Communications with Subscribers:*

7.10.1. The Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

7.10.2. The Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous and professional manner.

7.10.3. The Licensee shall send annual notices to all Subscribers informing them that any Complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

7.10.4. All notices identified in this Section 7.10 shall be by either:

- (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification, if allowed under applicable laws and regulations;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

7.10.5. Pursuant to 207 CMR 10.01(1), the Licensee shall give written notice of its billing practices to potential Subscribers before a subscription agreement is reached. Pursuant to 207 CMR 10.01(3), the Licensee shall provide the Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing a change of one of its billing practices.

7.10.6. Pursuant to 207 CMR 10.02(2), the Licensee shall provide the Cable Division, Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of Programming services in the Town.

7.10.7. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, and at any time upon request from any Subscriber:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services, including prices for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;
- (3) Installation and maintenance policies;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the Issuing Authority, but with a notice advising the Subscriber to initially contact the Licensee about all Complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Licensee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Licensee's office to which Complaints may be reported.

7.10.8. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

7.10.9. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

7.10.10. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all Cable Services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town at any time during Licensee's regular business hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Renewal License. Such notice shall specifically reference the section or subsection of this Renewal License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this Renewal License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was

scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

8.3. *Dual Filings*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Annual Performance Review*: The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this Final License including, without limitation, the Licensee's compliance with Section 7.1. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance*:

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this Renewal License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

9.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

9.1.1.5. Excess liability or umbrella coverage of five million dollars (\$5,000,000).

9.1.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

9.1.2. The Town shall be included as additional insured as their interests may appear under this Renewal License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. The Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Renewal License.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this Renewal License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim,

subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. The performance bond shall be effective throughout the term of this Renewal License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this Renewal License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License. Recourse by the Town of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit D** attached hereto.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this Renewal License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this Renewal License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

11.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this Renewal License is a possible consequence. At any designated public hearing where revocation of this Renewal License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this Renewal License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this Renewal License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Assess liquidated damages in accordance with the schedule set forth in Section 11.6 below;

11.4.4. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.5. In the case of a substantial noncompliance of a material provision of this Renewal License, seek to revoke this Renewal License in accordance with Section 11.5; or

11.4.6. Invoke any other lawful remedy available to the Town.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this Renewal License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this Renewal License in lieu of revocation of this Renewal License.

11.6. *Liquidated Damages:* For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority has made a determination of default in accordance with the procedures set forth in Sections 11.1 through 11.4 above. On an annual basis from the Effective Date, the Licensee shall not be liable for liquidated damages that exceed fifteen thousand dollars (\$15,000). The liquidated damages shall be assessed as follows:

11.6.1. For failure to activate, operate and maintain the Cable System in accordance with Section 3.1 herein, two hundred dollars (\$200.00) per day, for each day that such failure continues.;

11.6.2. For failure to obtain the advance written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 11 herein, two hundred dollars (\$200.00) per day, for each day that such non-compliance continues;

11.6.3. For failure to comply with the provisions of Section 5.1 herein (PEG Interconnection and Cablecasting), one hundred fifty dollars (\$150.00) per day, for each day that such non-compliance continues; and

11.6.4. For failure to comply with the customer service standards in accordance with Section 7 herein, two hundred dollars (\$200.00) per day, for each day that such non-compliance continues.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this Renewal License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this Renewal License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This Renewal License shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Renewal License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates:* During the term of this Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Renewal License.

12.8. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this Renewal License.

12.9. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.9.1. Notices to the Licensee shall be mailed to:

Verizon New England Inc.
125 High Street
Oliver Tower – 7
Boston, MA 02110
Attention: Donna C. Cupelo, Region Vice President

12.9.2. with a copy to:

Verizon Legal
140 West Street, 6th Floor
New York NY 10007
Attention: Monica Azare, Vice President and Deputy General Counsel

12.9.3. Notices to the Issuing Authority shall be mailed to:

Office of the Board of Selectmen
Arlington Town Hall
730 Massachusetts Avenue
Arlington, MA 02476

12.9.4. with a copy to Town Counsel:

Arlington Town Hall
730 Massachusetts Avenue
Arlington, MA 02476

and

Arlington Cable Advisory Committee
Arlington Town Hall
730 Massachusetts Avenue
Arlington, MA 02476

12.10. *Entire Agreement:* This Renewal License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

12.11. *Captions*: The captions and headings of articles and sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

12.12. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License.

12.13. *Recitals*: The recitals set forth in this Renewal License are incorporated into the body of this Renewal License as if they had been originally set forth herein.

12.14. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License

12.15. *FTTP Network Transfer Prohibition*: Under no circumstances including, without limitation, upon expiration, revocation, termination, denial of renewal of this Renewal License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Renewal License.

12.16. *Interpretation*: The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this Renewal License. In the event that a dispute arises over the meaning or application of any term(s) of this Renewal License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Renewal License.

12.17. *No Third Party Beneficiaries*: The provisions of this Renewal License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS [7th] DAY OF [AUGUST], 2017.

TOWN OF ARLINGTON
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

Joseph, A. Curro Jr., Chair

By: _____
Donna C. Cupelo, Region Vice President

Steven M. Byrne, Vice Chair

Daniel J. Dunn

Kevin F. Greeley

Diane M. Mahon

Approved by Town Counsel

Approved as to Form:

Law Department

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT B – CAPITAL FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT C – OPERATING FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT D – PERFORMANCE BOND

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Arlington High School - 869 Mass Ave.
Ottoson Junior High School - 63 Acton St.
Bishop School - 25 Columbia Road
Brackett School - 66 Eastern Ave.
Dallin School - 185 Florence Ave.
Hardy School - 52 Lake St.
Stratton School - 180 Mountain Ave.
Pierce School - 85 Park Ave. Extension
Thompson School - 60 North Union St.
Arlington Center Fire Station – 1 Monument Park
Community Safety Building - 112 Mystic St.
Highland Fire Station – 1007 Mass Ave.
Park Circle Fire Station – 291 Park Ave.
Robbins House - 700R Mass Ave.
Town Hall - 730 Mass Ave.
Town Yard - 51 Grove St.
Water Department - 51 Grove St.
Robbins Library - 700 Mass Ave.
Fox Branch Library - 175 Mass Ave.
Jarvis House - 50 Pleasant St.
Jefferson Cutter House - 1 Whittemore Park
Arlington Senior Center - 27 Maple St.
Access Studio at Old Dallin Library – 85 Park Ave.
Gibbs Junior High School - 41 Foster St
Arlington Boys and Girls Club - 60 Pond Lane

Arlington Catholic High School - 16 Medford St.

Spy Pond Field House - Lombard Terrace

Cemetery Dept Administrative Office – 70 Medford Street

EXHIBIT B

CAPITAL FUNDING GROSS REVENUES REPORTING FORM

CAPITAL FUNDING Report 1st Quarter [YEAR]

Town of Arlington

Verizon – fBA

MA

PEG Access Capital

Funding Rate: **0.325%**

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Access Capital Funding Before Adjustment				
Adjustment				
PEG Access Capital Funding				

EXHIBIT C

GROSS REVENUES REPORTING FORM

PEG Report 1st Quarter [YEAR]

Town of Arlington

Verizon – fBA

MA

PEG Fee Rate: 5%

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Access Support Funding Before Adjustment				
Adjustment				
PEG Access Support Funding				

EXHIBIT D

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Thousand Dollars (\$____,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligor recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligor by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 2017.

Principal

Surety

By: _____

By: _____
_____, Attorney-in-Fact

Accepted by Obligor: _____

(Signature & date above - Print Name, Title below)



Town of Arlington, Massachusetts

Appointment: Zoning Board of Appeals, Associate Member to Voting Member

Summary:

Shawn O'Rourke (term 9/15/17 - 10/1/20)

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	O_Rourke_appt..pdf	Meeting notice

OFFICE OF THE BOARD OF SELECTMEN

JOSEPH A. CURRO, JR., CHAIR
STEVEN M. BYRNE, VICE CHAIR
KEVIN F. GREELEY
DIANE M. MAHON
DANIEL J. DUNN



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 1, 2017

Shawn O'Rourke
181 Palmer Street
Arlington, MA 02474

Re: Appointment: Zoning Board of Appeals, Voting Member

Dear Mr. O'Rourke:

Please be advised that the Board of Selectmen will be discussing your appointment as a Voting Member from an Associate Member to the Zoning Board of Appeals at their meeting to be held on Monday, August 7th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Thank you.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script, reading "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

For Approval: Arlington Center for the Arts, Open Studios' Pole Banners

Summary:

Linda Shoemaker, Arlington Center for the Arts Executive Director

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	2017_Banner_Schedule.pdf	Approved Banners 2017
▣ Reference Material	Banner_request.pdf	Banner request and sample banner
▣ Reference Material	ACAC_Endorsement.pdf	Endorsement from Arlington Commission on Arts and Culture

BANNER SCHEDULE: 2017

Month	Event	Event	Event
January			
February			
March	Martina Tanga APA Youth	Dan Fox Jazz Festival	
April	Martina Tanga APA	Dan Fox Jazz Festival	
May	Martina Tanga APA		
June			
July			
August	Town Day 8/28		
September	Town Day through 9/18	AIFF 9/18 -10/31 6 poles in East Arlington; 2 poles @ Rte. 60 and Mass. Ave. East; 2 poles @ Rte. 60 and Mass. Ave. West	
October			
November			
December			

**TOWN OF ARLINGTON
TEMPORARY BANNER PERMIT APPLICATION**

Applicant and Sponsoring Organization Information

Name of Organization / Sponsor: Arlington Center for the Arts (sponsored by Arlington Commission for Arts and Culture)

Address: 20 Academy Street City: Arlington State: MA Zip: 02476

Applicant Name: Michael Mahin Tel#: (781) 648-6220

E-mail: michael@acarts.org

Banner Information

Event Name: Arlington Open Studios 2017 Event Date(s): October 14, 2017

Request Installation Date: September 18 Date Removed: October 16

Requested Location: Street (specify): 2 at intersection of Mass Ave & Pleasant Street

Other (specify): 2 at intersection of Mass Ave & Medford Street

Banner Message: Arlington Open Studios – October 14 – Town Hall --- www.acarts.org

Banner Material: exterior vinyl

Required Attachments

Banner Design, Color, Wording and Dimensions

X

Banner Location Site Map

X

After banner has been approved at a Board of Selectmen meeting, you are responsible for having the banner made and getting it out to the Public Works Department a week prior to the installation date. They are located at 51 Grove Street, 781-316-3100.

Approved by the Board of Selectmen

☐

Date Approved: _____

Thanks - I am attaching the pole banner request form, plus the draft of the design and a letter of support from the Arlington Commission on Arts and Culture.

If there are any questions or follow-up, could you please "reply all" to reach my colleagues Pam Shanley and Michael Mahin who will address any next steps. I will be away for the next couple of weeks, and they will be able to answer any questions.

If the AIFF already has reserved the poles we asked for, we're happy to use the poles between Medford Street and the Fire Station, or where ever else they might fit.

Thanks again,
Linda

Linda

Linda Shoemaker
Executive Director
Arlington Center for the Arts
(781) 648-6220
linda@acarts.org
www.acarts.org



arlington
open studios

Arts & Artisan Festival



OCTOBER 14
TOWN HALL

presented by:
ARLINGTON CENTER FOR THE ARTS

www.acarts.org



Arlington Town Hall

July 22, 2017

To the Arlington Board of Selectmen:

I understand that the Town of Arlington requires the support of a town entity to support any non-town organization's request for banners along Mass Ave.

I am writing as a member of the Arlington Commission on Arts and Culture to support the Arlington Center for the Arts' request to hang banners along Mass Ave. for their annual Open Studios event.

Thanks very much.

A handwritten signature in black ink that reads "Adria Arch". The signature is written in a cursive, flowing style.

Adria Arch

Co-chair, Arlington Commission on Arts and Culture



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 9/16/17 Town Day Beer Garden

Summary:

Kevin F. Greeley, Selectman

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Town_Day_Application.pdf	Special One Day Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Town of Arlington Town Day Committee / Marie Krepelka

Address, phone & e-mail contact information: 730 Massachusetts Avenue, Arlington, MA
mkrepelka@town.arlington.ma.us

Name & address of Organization for which license is sought: Marie Krepelka / Kathleen Darcey /
Arlington Town Day Committee

Does this Organization hold nonprofit status under the IRS Code? Yes x No

Name of Responsible Manager of Organization (if different from above):
Marie Krepelka

Address, phone & e-mail contact information: 730 Massachusetts Avenue / 781-316-3022 / mkrepelka@town.arlington.ma.us

Has the Applicant or Organization applied for and/or been granted a special liquor license this
calendar year? NO If so, please give date(s) of Special Licenses and/or applications and title
of event(s). N/A

Is this event an annual or regular event? If so, when was the last time this event was held and at what
location?

24-Hour contact number for Responsible Manager of Alcohol Event date: 781-572-6356

Title of Event: Arlington Town Day

Date/time of Event: September 16, 2017 / 11:00 AM - 3:00 PM

Location of Event: Central Street, Arlington, MA

Location/Event Coordinator: Arlington / Marie Krepelka and Kathleen Darcey

Method(s) of invitation/publicity for Event: Town Day Publicity

Number of people expected to attend: 250 - 500 people

Expected admission/ticket prices: N/A

Expected prices for food and beverages (alcoholic and non-alcoholic): \$7.00 per beer

Will persons under age 21 be on premises? YES

If "yes," please detail plan to prevent access of minors to alcoholic beverages. See attached security plan

Have you consulted with the Department of Police Services about your security plan for the Event?
YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Off. Corey P. Roteau Date 8-3-17
Off. Corey P. Roteau
Printed name/title

POLICE COMMENTS:

Request two safety officers. Names, D.O.B
and T.I.P.S or equivalent certification should be
provided prior to license issuance.

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

Beer Only

What types of food and non-alcoholic beverages do you plan to serve at the Event? _____

Food purchased through town day vendors

Who will be responsible for serving alcoholic beverages at the Event? _____

Bartenders from Aeronaut Brewery

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

To be provided by Aeronaut Brewery prior to license issuance.

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

To be provided by Aeronaut Brewery prior to license issuance.

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc) Aeronaut Brewing Company

Date of Delivery: September 16, 2017

Alcohol Serving Time (s): 11:00 AM

3:00 PM

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

N/A - Beer Company

Date of Pick-Up: September 16, 2017

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.) Paul Kent Insurance - To be provided prior to license issuance.

Please submit this completed form and filing fee to the Board of Selectmen at least 21 days before your Event. Failure to provide complete information may delay the processing of your application.

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: Marie A. Krepelka

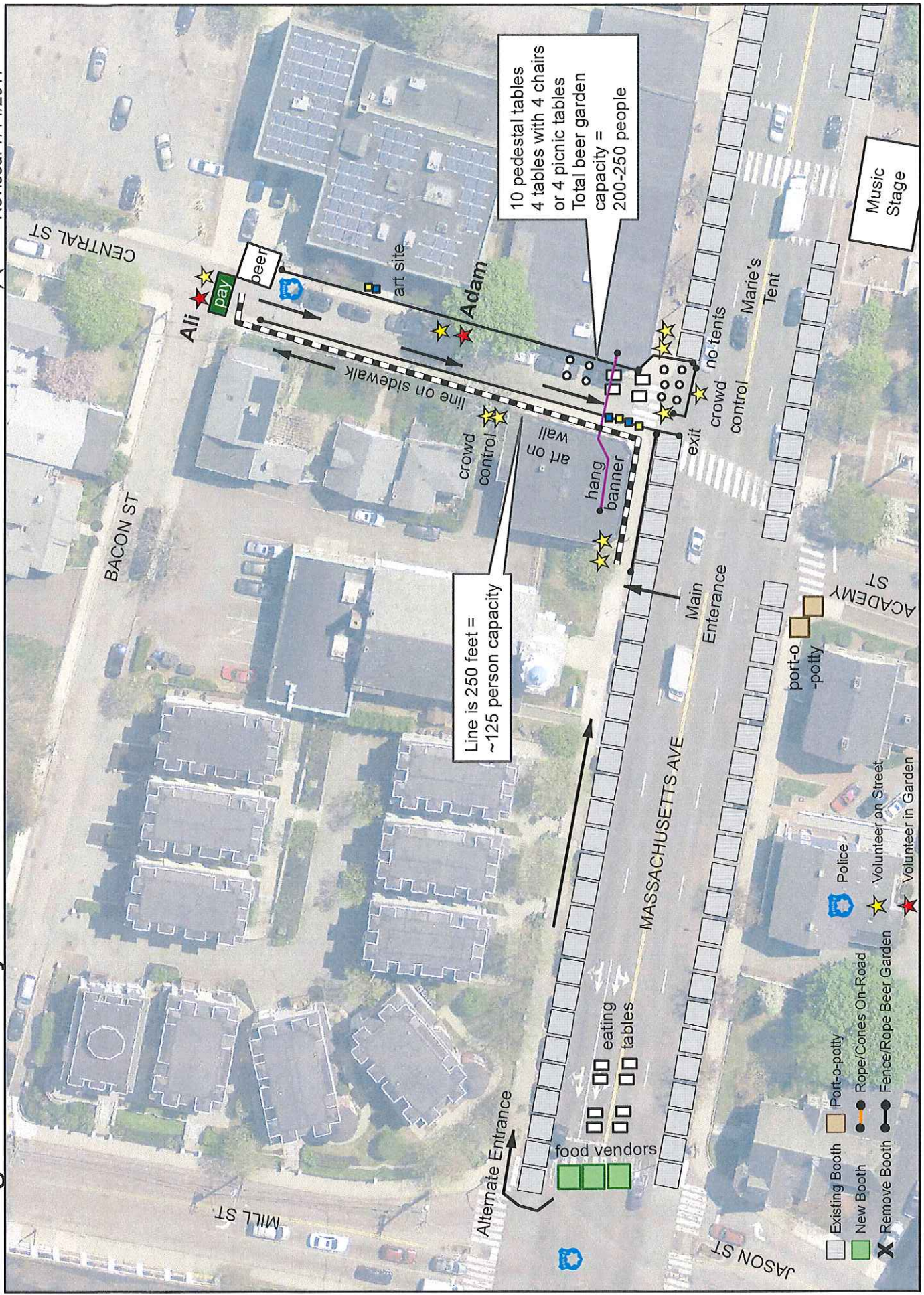
Printed name: Marie A. Krepelka

Printed title & Organization name: Arlington Town Day Committee Chair

Email: mkrepelka@town.arlington.ma.us

Arlington Town Day Beer Garden

Central St Line Version
Revised: 7/14/2017



Line is 250 feet =
~125 person capacity

10 pedestal tables
4 tables with 4 chairs
or 4 picnic tables
Total beer garden
capacity =
200-250 people

- Existing Booth
- New Booth
- Remove Booth
- Port-o-potty
- Rope/Cones On-Road
- Fence/Rope Beer Garden
- Police
- Volunteer on Street
- Volunteer in Garden



TOWN OF ARLINGTON

MASSACHUSETTS 02476

781 - 316 - 3090

DEPARTMENT OF PLANNING &
COMMUNITY DEVELOPMENT

MEMORANDUM

To: Marie Krepelka, Administrator, Board of Selectmen
Cc: Ashley Maher, Principal Clerk, Board of Selectmen
From: Ali Carter, Economic Development Coordinator
Date: August 1, 2017
Re: Security Plan for beer garden at Arlington Town Day

The proposed beer garden at Arlington Town Day would be

- located on Central Street between Mass Ave and Bacon Street
- be staffed by 10 volunteers, including two town staff members, and several Aeronaut Brewery staff members;
- need two officers for a police detail;

Security Plan

Access to the beer garden will be restricted to a single entrance on Mass Ave. There will be an Aeronaut Brewery staff person stationed there who is trained to check identification. Children under the age of 21 will only be allowed into the beer garden under the supervision of a parent or guardian. After identification is checked, beer garden patrons who are 21 years of age or older will be given a wristband. Per ABCC regulations, each wristband-wearing patron will only be allowed to purchase 2 drink tickets at a time. Drink tickets can be redeemed only by those adults wearing wristbands at the Aeronaut serving station inside the beer garden. There will be a police officer stationed at either end of the beer garden—one near the service station and one near the beer garden exit onto Mass Ave. Volunteers will be stationed at the exit to Mass Ave to assure that no one leaves the beer garden with an alcoholic beverages; All beers must be consumed inside the beer garden. In addition to the police and volunteers stationed at the north and south ends of the beer garden, there will also be two volunteers located at an access point on the High Rock Church's property to assure that no one cuts into the line. Snow fencing will separate the beer garden from the line on Central Street so no one can sneak in. A sign will be posted stating that no outside beverages are allowed inside the beer garden. Aeronaut Brewery will also bring crowd-management-certified staff members as part of their team on Town Day.



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 9/23/17 @ Robbins Memorial Town Hall for a Private Event

Summary:

Tovar and Bascuas Wedding

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Tovar_Bascuas_Wedding.pdf	Special Beer and Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Ximena Tovar/Alijandro Bascuas

Address, phone & e-mail contact information:

221 Mass. Ave. #2, Boston, Ma. 02115, 774-218-4804 tovar.ximena@gmail.com

Name & address of Organization for which license is sought:

N/A

Does this Organization hold nonprofit status under the IRS Code? ☐ Yes ☒ No

Name of Responsible Manager of Organization (if different from above): same

Address, phone & e-mail contact information:

same

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☒ NO ☐ If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

one-time event

24-Hour contact number for Responsible Manager on Event date:

Liz O'Neil - Peppers Catering - 508-393-6844

Title of Event:

Wedding

Date/time of Event:

Saturday, September 23, 2017 4:30 pm - 11:00 pm

Location of Event: Arlington Town Hall

Location/Event Coordinator: Patsy Kraemer/Vicki Rose/Sheelah Ward

Method(s) of invitation/publicity for Event:

Invitation

Number of people expected to attend: 130

Expected admission/ticket prices: N/A

Expected prices for food and beverages (alcoholic and non-alcoholic):

N/A

Will persons under age 21 be on premises? yes - 2 infants

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartenders will check for ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

OFC Corey P. Roteau Date 7-26-17
OFC Corey P. Roteau
Printed name/title

POLICE COMMENTS:

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

full dinner menu waters/sodas

Who will be responsible for serving alcoholic beverages at the Event?

Peppers Catering Service

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS CERTIFICATION

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

attached

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc;

Atlas Liquors, Medford

Date of Delivery: Saturday, 9/23/2017

Alcohol Serving Time (s) 6:00 pm - 11:00 pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Atlas will take back what is not used.

Date of Pick-Up:

Mon. 9.25/2017

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

Please submit this completed form and filing fee to the Board of Selectmen

at least 21 days before your Event. Failure to provide complete information may delay the processing of your application.

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name: Ximena Tovar

Printed title & Organization name: _____

Email: tovar.ximena@gmail.com

revised: 5/18/2015 reformatted: 05/05/2017



ROBBINS MEMORIAL TOWN HALL AUDITORIUM
730 Massachusetts Avenue, Arlington, Ma. 02476

21 July 2017

SECURITY PLAN FOR TOVAR/BASCUAS WEDDING

A wedding for Ximena Tovar and Alejandro Bascuas will be held on Saturday, September 23, 2017, at Arlington Town Hall. The event is scheduled for 4:30 pm to 11:00 pm.

An Alcohol Permit Application has been submitted to the Selectmen's Office.

This is the Security Plan.

We anticipate approximately 130 guests to attend. We anticipate two infant attendees.

Patsy Kraemer will be the event coordinator for the event. Greg Stathopoulos will be the custodian for the event. Peppers Artful Event Caterers will be catering the event and will provide both the bartending service and the TIPS certified bartending staff. The Tovar family and the Bascuas family are all responsible for ensuring that the event runs smoothly.

A fire services detail will be hired for the event. This officer will be available to help with any emergency situations that may arise.

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.



File: [maguire exp 2.7.19.jpg](#)

Size: 98k

Content Type: image/jpeg

tips[®]

eTIPS On Premise 3.0 SSN:

XXX-XX-XXXX

Issued:

6/11/2016

Expires:

6/11/2019

ID#:

4278778

D.O.B.:

XXXX/XXXX

Megan L Hall
15 Sanderson Ave
Dedham, MA 02026-3313

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

PEPPE-4

OP ID: PS

DATE (MM/DD/YYYY)

07/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER D Francis Murphy Ins Agcy Inc 50 Main Street Hudson, MA 01749 Maria Millikin		CONTACT NAME: Maria Millikin PHONE (A/C, No, Ext): 978-568-8711 FAX (A/C, No): 978-567-6436 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Pepper's Artful Events
43 Hudson St
Northborough, MA 01532

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZBND217123	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWND214414	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL			UHND220376	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WDND214415	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability	X		ZBND217123	04/01/2017	04/01/2018	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cater
Event Date: 9/23/17
Town of Arlington is an additional insured for General Liability and Liquor Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Arlington
730 Mass Ave
Arlington, MA 02476

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Arlington, Massachusetts

Appointment of New Election Workers: (1) Patricia Costa, 82 Milton Street, D, Pct. 17; (2) Julie Foran, 5 Reed Street, UI, Pct. 19

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	Election_Workers_Master_Records_8.7.17_mtg.pdf	Master Records

ELECTION WORKER'S MASTER RECORD

Date: 7/24/17

Check One: _____ ✓ New Employee
 _____ Change to Existing Employee

Vendor #	_____	Position	INSPECTOR
Name:	JULIE FORAN	Democrat	_____
Address:	5 REED STREET	Republican	_____
	_____	Unenrolled	_____
Zip Code	02474	Precinct	# 19
Alpha/ Last Name	_____	Phone #	_____

United Independent party

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 7/24/17

Check One: ✓ _____ New Employee
 _____ Change to Existing Employee

Vendor #		Position	INSPECTOR
Name:	PATRICIA COSTA	Democrat	✓
Address:	82 MILTON STREET	Republican	
		Unenrolled	
Zip Code	02474	Precinct	# 17
Alpha/ Last Name		Phone #	

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	



Town of Arlington, Massachusetts

7:15 p.m. Alcohol Compliance Hearing

Summary:

Package Store:

a) Prime, Your Local Butcher (EPW, LLC), 1398 Massachusetts Avenue

Douglas W. Heim, Town Counsel

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	Alcohol_Policy.Regulations_1.15_.docx	Alcohol Policy Manual
▣ Reference Material	Non-Compliance_Memo_D.Heim.pdf	Non-Compliance Memo D.Heim

TOWN OF ARLINGTON

Massachusetts
BOARD OF SELECTMEN

ALCOHOL LICENSES AND REGULATIONS



CERTIFICATION OF LICENSE APPLICANTS

All license applicants must sign a certification attesting that they have read and understood the Town policies, rules, and regulations relevant to their license.

The certification form is available at the Board of Selectmen's Office, and should be filed concurrently with any and all alcohol license applications.

TYPES OF LICENSES TO BE GRANTED IN ARLINGTON

	Page
• Alcohol Licenses for Restaurants (both all alcohol and wine and malt only restaurants).....	3
• All Alcohol Package Store Licenses.....	10
• Special (One-Day) Liquor License Policy.....	16
• Licenses for the Sale of Wine and Malt Beverages to be Consumed on the Premises in Theaters.....	18
• Sale of Wine at Farmers' Markets.....	24
• Caterer's License.....	26
• Club Licenses.....	27

Policies, Rules, and Regulations of Alcohol Licenses for Restaurants

Approved: 9/21/09

Revised: 9/10/12

Revised 1/12/15

I. Introduction

A. General Statement of Policy

The Town of Arlington is home to a wide array of high-quality eating establishments. As the local licensing authority for all sales of alcoholic beverages in the Town of Arlington, the Board of Selectmen ("Board") wishes to support the existing restaurant culture and to stimulate its further growth through the issuance of liquor licenses to restaurants as appropriate. The Board also intends that all service and consumption of alcohol in the Town of Arlington be done responsibly and in conformance with all legal requirements. In service of these goals, licenses will be issued under these Policies, Rules, and Regulations only to holders of Common Victualler Licenses and with the consistent expectation that licensees will conduct their establishments to the highest standards.

The Board intends that the issuance of liquor licenses will contribute to the Town's development in the following respects:

- (1) Bring to the Town quality restaurants and function rooms that provide fine dining opportunities in attractive surroundings;
- (2) Provide convenient and attractive parking options;
- (3) Improve the variety of shops in Arlington;
- (4) Promote increased foot traffic; and
- (5) Strengthen the Town's commercial tax base.

Consequently, the Board's consideration of license applications will include location, proximity of proposed premises to residential neighborhoods or business areas, traffic impact, parking availability, content of proposed menu and other aesthetic considerations, including design and layout of the proposed establishment's interior. All required notification of applications for new licenses, amended licenses, or license transfers must be provided to abutters and other affected parties in accordance with state law.

B. Conditions of Licensure: Compliance with Legal Requirements

Liquor licenses are subject to these Policies, Rules, and Regulations as well as relevant provisions of state law (Chapter 138 of the Massachusetts General Laws) and the rules, regulations, and other guidance of the Alcoholic Beverages Control Commission, as they may be from time to time amended. Further, the Board may attach such conditions and restrictions to each license it issues as it deems to be in the public interest. All licensees must be familiar with all requirements that apply to their licenses and must abide by those requirements in the operation of their establishments. In addition to legal provisions governing liquor licenses, licensees must also maintain compliance with all other requirements that apply to the operation of

licensed premises, including but not limited to the State Building Code, Fire Code, and Common Victualler License requirements as well as all applicable Town Bylaws and codes. Failure to comply with these or any other applicable provisions may lead to further conditions being placed upon the license or to license suspension or revocation.

II. Licensing

A. Types of Licenses, Seating Capacity

The Board is authorized to issue two types of licenses for the sale of alcohol to be consumed on the premises: (1) All-Alcohol; and (2) Wine and Malt Beverages. All-Alcohol Licenses may be issued for restaurants having a minimum seating capacity of 50. Wine and Malt Beverage Licenses may be issued for restaurants having a minimum seating capacity of 19. Holders of licenses to sell wine and malt beverages for consumption on the premises may not sell cordials or liqueurs unless and until the Town adopts local-option legislation to allow such sales. Seating capacity will be determined in accordance with the applicable provisions of the Massachusetts State Building Code. Unless specified otherwise, these Policies, Rules, and Regulations apply to both All-Alcohol and Wine and Malt Beverages licenses.

B. Application Process

1. Forms: Application for a license to sell alcoholic beverages for consumption on the premises requires submission of the following forms, in addition to any other information required by Chapter 138 of the General Laws or the rules, regulations, or policies of the Alcoholic Beverages Control Commission:

- (a) Alcoholic Beverages Control Commission application form;
- (b) Town of Arlington application form;
- (c) Criminal Offender Record Information ("CORI") release form; and
- (d) Department of Revenue release form.

The Board reserves the right to decline to process incomplete applications and to supplement or substitute required application materials at any time. Complete application information must be provided for each individual appearing on the application.

2. Fees:

- (a) filing fee: A non-refundable filing fee of \$100 must be submitted with each application;
- (b) license fees: If a license is granted, the following annual license fee shall be due at the time the license is issued and upon each renewal:
 - (i) All Alcohol License: \$3,000. By vote of the Board, this annual fee may be prorated for licenses granted after January 1, but in no event shall it be less than \$1,500.
 - (ii) Wine and Malt Beverage License: \$1,750. By vote of the Board, this annual fee may be prorated for licenses granted after January 1, but in no event shall it be less than \$600.

- (iii) Reductions: The Board may choose to reduce the annual license fee by \$400 for All-Alcohol Licenses and by \$200 for Wine and Malt Beverages Licenses for applicants who demonstrate successful completion of a certified server-training program.
- (c) the Board reserves the right to adjust any of the fees listed above from year to year.
- (d) form of payment: All payments must be made by certified or personal check.
- 3. Building and Site Plan: Every application must include the following information for the proposed licensed premises on a clear and accurate scale drawing;
 - (a) The net floor area and dimensions of the existing room or rooms requested to be licensed, including dining rooms, function rooms, and storage rooms;
 - (b) The location of any proposed service bars;
 - (c) Moveable or secured seats and tables;
 - (d) Entrance and exit doors, windows, and stairs; and
 - (e) All rooms that are not requested to be licensed, but are on the same floor as the room or rooms that are requested to be licensed, identified as to function (e.g., kitchen, coatroom, lobby).
- 4. Corporate Ownership and Interest:
 - (a) application materials: Every application made by a corporate entity shall state the full name and home address of the entity's president, treasurer, clerk, secretary, directors, investors, developers, managers, or any other person with a financial interest in the entity. The application shall be signed by a corporate officer duly authorized by a vote of the entity's board of directors or equivalent governing board. Copies of the following documents shall be filed with the application: the entity's certificate of incorporation, the vote authorizing the application, and the vote appointing the manager or other principal representative with respect to the license being requested.
 - (b) manager or principal representative: No corporate entity may receive a license to sell alcoholic beverages for consumption on the premises unless such entity shall have first appointed, by a vote of its board of directors or equivalent governing board, a manager or principal representative who is (1) a citizen of the United States; (2) vested with properly voted authority (evidenced by written delegation) over the premises to be licensed and the conduct of all business to be conducted thereon to the same extent that the licensee itself would be if a natural person resident in the Commonwealth; and (3) satisfactory to the Board.
 - (c) change in interest: Except as otherwise provided by law, no change in the stock ownership of a corporate entity shall be made after the license has been granted or renewed without the express written approval of the Board.
- 5. Advertising & Notification: The applicant is responsible for complying with state-law requirements for advertising and written notification, including but not limited to

requirements set forth in Sections 15A and 16C of Chapter 138 of the General Laws. The Board reserves the right to order additional notification.

6. Statements in Application Materials: Any false statement made in connection with an application shall be cause for denial of the license or for suspension, cancellation, or revocation of a license already granted.

C. License Duration, Renewals

Once issued, licenses are valid until December 31. The licensee is responsible for filing a renewal application at least 45 days before December 31. At the time of renewal, all previously submitted materials must be updated as appropriate and the required fee must be paid. The Board or its designee shall inspect the licensed premises prior to renewal and the complete inspection report must be filed with every renewal application. A renewal application that fails to meet any of these requirements will be treated as an original license application

III. Operation of Licensed Premises

A. Hours

Unless otherwise fixed for a particular license, licensees may sell alcoholic beverages for consumption on the premises between the hours of 11:00 a.m. and 12:00 midnight daily, provided that food service is available during all hours in which alcoholic beverages are offered for sale. All alcoholic beverages and containers must be removed from tables and service bars one-half hour after closing time. Patrons must be off the licensed premises one hour after closing time. The licensee, the licensee's manager or principal representative, and employees or subcontractors of the licensee may be on the licensed premises after closing only in accordance with Chapter 138 of the General Laws.

B. Supervision, Order, and Decorum

The licensee or licensee's manager or principal representative shall be present at the licensed premises at all times during which alcoholic beverages are offered for sale. The licensee may designate and authorize some other person to act as the responsible manager and be present at the licensed premises while alcoholic beverages are offered for sale, provided that this person shall first have been identified to, and approved by, the Board. The designated manager or representative described in this section shall be available to the Board or its designee at all times during which alcoholic beverages may be sold on the licensed premises. The full name, current residential address, and current business and home telephone numbers of all designated managers or representatives described in this section shall be on file with the Board. Failure to provide this information and keep it current shall alone be sufficient cause for suspension or revocation of the license.

The manager or representative on site shall at all times maintain order and decorum on the premises and in the area immediately surrounding the premises. These areas must be kept clean, neat, and sanitary at all times. The manager or representative on site shall cooperate in all ways with Town officials, including but not limited to representatives of the Board, the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

C. Inspections

At any time, licensed premises are subject to inspection by the Board or its designee, including but not limited to the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

D. Physical Plant

The location of service bars shall not be changed without the submission of an amended floor plan to the Board and the Board's written approval. No premises will be licensed unless adequate and appropriate toilet facilities are available to patrons. No amusement devices such as electronic games shall be permitted on any licensed premises. All licensed establishments shall have suitable appliances to maintain water temperature consistently at 180° so that eating, drinking, cooking, and serving utensils are thoroughly cleaned and sanitized. Licensed premises shall not allow in windows or on outside walls the posting of advertisements or signs carrying the brand name of any alcoholic beverages. Signage on the inside of licensed premises is subject to Board approval.

E. Service and Consumption of Alcoholic Beverages and Food

1. Service of Alcoholic Beverages: Alcoholic beverages may be served only by wait staff of the licensed establishment. No pitchers of beer may be served. No alcoholic beverages may be served over a counter except a counter with fixed seating at which food service is also available. No alcoholic beverages may be served in the same area or over the same counter at which take-out food is made available for delivery or pick-up.

2. Service of Food: Food service must be available in all areas in which alcoholic beverages are served. No more than two alcoholic beverages per person may be served without food. After two alcoholic beverages have been served and consumed, a third such beverage may be served only with the delivery of food. Food must be served on solid, reusable dinnerware with silverware. Paper plates, disposable glasses, or plastic cutlery are not permitted.

3. Consumption of Alcoholic Beverages on the Premises: Only alcoholic beverages sold on the licensed premises shall be consumed on the premises: no patron shall be permitted to bring alcoholic beverages purchased off-site onto any licensed premises for consumption. All alcoholic beverages purchased on the premises shall be consumed on the premises, except unfinished bottles of wine re-sealed in accordance with Chapter 138, Section 12, of the General Laws and regulations of the Alcohol Beverages Control Commission. Even if the licensee's Common Victualler permit allows for outdoor seating, alcoholic beverages may be served in an outdoor space only if: (1) the description of the licensed premises expressly includes such outdoor space; (2) the outdoor space is surrounded by a suitable barrier or other physical element that maintains separation between the licensed premises and the general public; (3) the outdoor space is privately owned, or the outdoor space is on a public way and the owner of the licensed premises: a) obtains permission for such use from the Board, b) agrees to indemnify and hold harmless the Town of Arlington and all of its officers, officials, and assigns from any and all claims connected with their use of public ways areas described in the licensed premises, c) presents proof of insurance for its use of same, and d) complies with all other town, state, and federal laws including maintaining Americans with Disabilities Act (ADA) compliance; and (4) the Board is satisfied that neither the safety, nor the enjoyment of public ways shall be unreasonably compromised by issuance of a license permitting outdoor service of alcohol on a public way. All outdoor food and alcohol service shall conclude before 10:00 p.m. Thursday through Sunday, and 11:00 p.m. Friday and Saturday, unless otherwise affixed on a particular license as approved by the Board.

IV. Status of License

A. Exercise of License: Once a license is granted under these Policies, Rules, and Regulations, the licensee shall commence construction or alteration of the licensed premises within forty-five days and shall be in full operation within four months, unless a longer period is authorized by the Board. Thereafter, the licensee shall operate the licensed premises continuously in accordance with the terms of the license.

Closing of the licensed premises for seven consecutive days or for any ten days during the calendar year (other than outside the establishment's normal business hours) without prior written approval of the Board shall be considered abandonment of the license and sufficient grounds for revocation.

B. Violations

1. Generally: Any violation of Chapter 138 of the General Laws pertaining to licenses for the sale of alcoholic beverages to be consumed on the premises; any violation of the rules, regulations, or policies of the Alcoholic Beverages Control Commission relative to the sale of alcoholic beverages to be consumed on the premises; any violation of these Policies, Rules, and Regulations; or any violation of the conditions attached to any license granted under these Policies, Rules, and Regulations may result in additional conditions being placed on the license or in the cancellation, suspension, or revocation of the license following a hearing before the Board. Any action taken under this section shall be commenced by written notification to the licensee at the address on file with the Board. A hearing held under this section shall commence within two weeks or as soon as reasonably practicable thereafter following written notification. The Board or its agents may seize a license immediately if, in the Board's discretion, public health or safety warrants such a seizure and the penalty must begin on the same day of the week as the violation occurred. If a license is seized immediately, a hearing will be commenced within two weeks of the seizure, unless the licensee assents in writing to a longer time.

2. Service to Underage Individuals: If, after notice and a hearing, the Board or its designee concludes that an under-aged person was served alcohol at a licensed establishment, the Board shall suspend the license as provided below, or for such other time as the Board in its discretion shall choose.

First offense:	3-5 days suspension
Second offense:	6-10 days suspension
Third offense:	10-15 days suspension or revocation

This section shall not impair the Board's discretion to impose some other type of penalty in place of license suspension if the Board concludes that another penalty is appropriate. Such other penalties may include (but are not limited to) rolling back hours of operation, fixing other conditions on the license, or suspending or fixing conditions on the licensee's other licenses, such as Common Victualler or entertainment.

In fixing the penalty for sales to underaged individuals, the Board may consider the following factors:

- (a) licensee's policies and procedures and application of those policies and procedures to guard against service to underaged individuals;
- (b) severity and type of offense;
- (c) efforts made to identify purchasers of alcohol;
- (d) appearance of the underaged purchaser of alcohol;
- (e) quality of the evidence of a violation;
- (f) circumstances of the case; and
- (g) number and nature of licensee's previous violations.

C. Transfers

Licenses granted under these Policies, Rules, and Regulations may not be transferred or assigned except with the approval of the Board and in accordance with Chapter 138 of the General Laws and rules, regulations, and policies of the Alcoholic Beverages Control Commission.

Policies, Rules, and Regulations for All Alcohol Package Store Licenses

Approved: 1/12/15

I. Introduction

A. General Statement of Policy

The Town of Arlington is home to a wide array of retail establishments. As the local licensing authority for all sales of alcoholic beverages in the Town of Arlington, the Board of Selectmen ("Board") wishes to support the existing business climate and to stimulate its further growth through the issuance of Package Store Licenses as appropriate. The Board also intends that all service and consumption of alcohol in the Town of Arlington be done responsibly and in conformance with all legal requirements. In service of these goals, licenses will be issued under these Policies, Rules, and Regulations only to holders of package store licenses with the consistent expectation that licensees will conduct their establishments to the highest standards.

The Board intends that the issuance of package store licenses will contribute to the Town's development in the following respects:

- (1) Bring to the Town quality shops that provide retail alcohol products in attractive surroundings;
- (2) Provide convenient and attractive parking options;
- (3) Improve the variety of shops in Arlington;
- (4) Promote increased foot traffic; and
- (5) Strengthen the Town's commercial tax base.

Consequently, the Board's consideration of license applications will include number of existing dispensaries in the community, views of the inhabitants, traffic, noise, size of business operation intended, type of business operation intended, and reputation of applicant. All required notification of applications for new licenses, amended licenses, or license transfers must be provided to abutters and other affected parties in accordance with state law.

B. Conditions of Licensure: Compliance with Legal Requirements

Package store licenses are subject to these Policies, Rules, and Regulations as well as relevant provisions of state law (Chapter 138 of the Massachusetts General Laws) and the rules, regulations, and other guidance of the Alcoholic Beverages Control Commission, as they may be from time to time amended. Further, the Board may attach such conditions and restrictions to each license it issues as it deems to be in the public interest. All licensees must be familiar with all requirements that apply to their licenses and must abide by those requirements in the operation of their establishments. In addition to legal provisions governing liquor licenses, licensees must also maintain compliance with all other requirements that apply to the operation of licensed premises, including but not limited to the State Building Code, Fire Code, and

Sanitary Code requirements as well as all applicable Town Bylaws and codes. Failure to comply with these or any other applicable provisions may lead to further conditions being placed upon the license or to license suspension or revocation. *All taxes and charges owed the Town must be paid on a current basis. Failure to comply with any of these laws and regulations shall be sufficient cause for revocation, suspension, or modification of license.*

II. Licensing

A. Application Process

1. Forms: Application for a license for the sale at retail of alcoholic beverages not to be drunk on the premise where sold requires submission of the following forms, in addition to any other information required by Chapter 138 of the General Laws or the rules, regulations, or policies of the Alcoholic Beverages Control Commission:

- (a) Alcoholic Beverages Control Commission application form;
- (b) Town of Arlington application form;
- (c) Criminal Offender Record Information ("CORI") release form; and
- (d) Department of Revenue release form.

The Board reserves the right to decline to process incomplete applications and to supplement or substitute required application materials at any time. Complete application information must be provided for each individual appearing on the application. *Once denied, applications may not be submitted for (12) months.*

2. Fees:

- (a) filing fee: A non-refundable filing fee of \$250 must be submitted with each application;
- (b) license fees: If a license is granted, the following annual license fee of \$2,500 shall be due at the time the license is issued and upon each renewal.
- (c) The Board reserves the right to adjust any of the fees listed above from year to year.
- (d) form of payment: All payments must be made by certified or personal check.

3. Building and Site Plan: Every application must include the following information for the proposed licensed premises on a clear and accurate scale drawing;

- (a) The net floor area and dimensions of the existing room or rooms requested to be licensed, including storage rooms; and
- (b) Entrance and exit doors, windows, and stairs.

4. Corporate Ownership and Interest:

- (a) application materials: Every application made by a corporate entity shall state the full name and home address of the entity's president, treasurer, clerk, secretary, directors, investors, developers, managers, or any other person with a financial

interest in the entity. The application shall be signed by a corporate officer duly authorized by a vote of the entity's board of directors or equivalent governing board. Copies of the following documents shall be filed with the application: the entity's certificate of incorporation, the vote authorizing the application, and the vote appointing the manager or other principal representative with respect to the license being requested. *Any change in corporate name or status or any change in trade name (DBA) shall require the prior approval of the Board.*

- (b) manager or principal representative: No corporate entity may receive a license to sell alcoholic beverages for consumption on the premises unless such entity shall have first appointed, by a vote of its board of directors or equivalent governing board, a manager or principal representative who is (1) a citizen of the United States; (2) vested with properly voted authority (evidenced by written delegation) over the premises to be licensed and the conduct of all business to be conducted thereon to the same extent that the licensee itself would be if a natural person resident in the Commonwealth; and (3) satisfactory to the Board. *The licensee shall not change managers, change corporate officers without first obtaining the approval of the Board. No person may have a direct or indirect beneficial interest in a license without first obtaining the approval of the Board.*
- (c) change in interest: Except as otherwise provided by law, no change in the stock ownership of a corporate entity shall be made after the license has been granted or renewed without the express written approval of the Board.

5. Advertising & Notification: The applicant is responsible for complying with state-law requirements for advertising and written notification, including but not limited to requirements set forth in Sections 15A and 16C of Chapter 138 of the General Laws. The Board reserves the right to order additional notification.

6. Statements in Application Materials: Any false statement made in connection with an application shall be cause for denial of the license or for suspension, cancellation, or revocation of a license already granted.

B. License Duration, Renewals

Once issued, licenses are valid until December 31. The licensee is responsible for filing a renewal application at least 45 days before December 31. At the time of renewal, all previously submitted materials must be updated as appropriate and the required fee must be paid. The Board or its designee shall inspect the licensed premises prior to renewal and the complete inspection report must be filed with every renewal application. A renewal application that fails to meet any of these requirements will be treated as an original license application.

Any licensee intending to close a place of business, whether on a temporary or permanent basis, must notify the Board in writing before such closing stating the reason and length of such closing. Failure to provide such notice may result in the revocation of the license.

The licensee shall immediately notify, in writing, the Board of any proceedings brought by or against the licensee under the bankruptcy laws or of any other court proceedings which may affect the status of the license.

III. Operation of Licensed Premises

A. Hours

Unless otherwise fixed for a particular license, licensees may sell alcoholic beverages not for consumption on the premises between the hours of 8:00 a.m. and 12:00/midnight Monday through Saturday and between the hours of 10:00 A.M. and 12:00 midnight Sunday. The licensee, the licensee's manager or principal representative, and employees or subcontractors of the licensee may be on the licensed premises after closing only in accordance with Chapter 138 of the General Laws.

No sale or delivery of alcoholic beverages shall be made except during the legal hours of sale. Alcoholic beverages shall be transported or delivered for sale only upon orders actually received at the licensed business prior to the shipment thereof and must comply with the following. Package store licensees are required to keep a written record of the name and address of every person to whom a delivery is made outside of the premises. Additionally, the record must include the information as to the amount of alcoholic beverages that were delivered, the date and time of delivery, and the signature of the person receiving the delivery. If such signature is illegible, the licensee is required to have the patron print his or her name under said signature. Such records must be maintained for a period of not less than one year from the last entry therein and must be available to the Licensing Board and its agents for inspection at any time in a form suitable for easy inspection.

B. Supervision, Order, and Decorum

The licensee or licensee's manager or principal representative shall be present at the licensed premises at all times during which the sale of alcoholic beverages not for consumption on premise are sold. The licensee may designate and authorize some other person to act as the responsible manager and be present at the licensed premises while alcoholic beverages are offered for sale, provided that this person shall first have been identified to, and approved by, the Board. The designated manager or representative described in this section shall be available to the Board or its designee at all times during which alcoholic beverages may be sold on the licensed premises. The full name, current residential address, and current business and home telephone numbers of all designated managers or representatives described in this section shall be on file with the Board. Failure to provide this information and keep it current shall alone be sufficient cause for suspension or revocation of the license.

The manager or representative on site shall at all times maintain order and decorum on the premises and in the area immediately surrounding the premises. These areas must be kept clean, neat, and sanitary at all times. The manager or representative on site shall cooperate in all ways with Town officials, including but not limited to representatives of the Board, the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

C. Inspections

At any time, licensed premises are subject to inspection by the Board or its designee, including but not limited to the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

D. Physical Plant

The store layout shall not be changed without the submission of an amended floor plan to the Board and the Board's written approval. No amusement devices such as electronic games shall be permitted on any licensed premises. Licensed premises shall not allow in more than one-third of windows or on outside walls the posting of advertisements or signs carrying the brand name of any alcoholic beverages. Signage on the inside of licensed premises is subject to Board approval.

E. Service and Employee Training

An up-to-date list of all employees shall be available on the premises at all times for review by authorized agents of the Board. Any employee making a sale of alcoholic beverages must be at least twenty-one (21) years of age and provide a C.O.R.I. report. The Board in its sole discretion shall make judgments as to whether any violation warrants disapproval.

An employee education and training program on the proper procedures for verifying that patrons are at least 21 years of age and not intoxicated shall be provided by the licensee. A written description of such program, along with a written policy outlining the employees' responsibilities and the disciplinary measures which will be taken against any employee for violating said policy, shall be filed with the Board and be maintained on the premises at all times. A signed certification of each employee, indicating that the employee has received the described training and has reviewed and understands the written policy describing his or her responsibilities and the disciplinary action which will be taken for violations, shall be maintained on the premises at all times. Copies of all such documents and certifications shall be available to the licensing authority, or any authorized agent thereof, upon demand.

No alcoholic beverages shall be sold to anyone under twenty-one (21) years of age or any intoxicated person. Signage indicating, "If you look under 30 years of age, you will be carded" shall be conspicuously displayed. Only an original driver's license with photograph or a Massachusetts Liquor Purchase identification Card shall be accepted as proof of age.

F. Sampling

No licensee, manager, server, agent, or employee shall knowingly permit such consumption of alcoholic beverages within or upon the retail package store licensed premises, or upon any area under the direction and control of the licensee, except for "sample tasting" as set forth in G.L. c. 138 sec. 15, including limitations on samples set forth therein.

IV. Status of License

A. Exercise of License

Once a license is granted under these Policies, Rules, and Regulations, the licensee shall commence construction or alteration of the licensed premises within forty-five days and shall be in full operation within four months, unless a longer period is authorized by the Board. Thereafter, the licensee shall operate the licensed premises continuously in accordance with the terms of the license. Closing of the licensed premises for seven consecutive days or for any ten days during the calendar year (other than outside the establishment's normal business hours) without prior written approval of the Board shall be considered abandonment of the license and sufficient grounds for revocation.

All licenses and permits issued by the Town shall be displayed on the premises in a conspicuous place where the public has access and may read.

B. Violations

1. Generally: Any violation of Chapter 138 of the General Laws pertaining to licenses for the sale of alcoholic beverages to be consumed on the premises; any violation of the rules, regulations, or policies of the Alcoholic Beverages Control Commission relative to the sale of alcoholic beverages not to be consumed on the premises; any violation of these Policies, Rules, and Regulations; or any violation of the conditions attached to any license granted under these Policies, Rules, and Regulations may result in

additional conditions being placed on the license or in the cancellation, suspension, or revocation of the license following a hearing before the Board. Any action taken under this section shall be commenced by written notification to the licensee at the address on file with the Board. A hearing held under this section shall commence within two weeks or as soon as reasonably practicable thereafter following written notification. The Board or its agents may seize a license immediately if, in the Board's discretion, public health or safety warrants such a seizure and the penalty must begin on the same day of the week as the violation occurred. If a license is seized immediately, a hearing will be commenced within two weeks of the seizure, unless the licensee assents in writing to a longer time.

2. Service to Underage Individuals: If, after notice and a hearing, the Board or its designee concludes that an under-aged person was sold alcohol at a licensed establishment, the Board shall suspend the license as provided below, or for such other time as the Board in its discretion shall choose.

First offense:	3-5 days suspension
Second offense:	6-10 days suspension
Third offense:	10-15 days suspension or revocation

This section shall not impair the Board's discretion to impose some other type of penalty in place of license suspension if the Board concludes that another penalty is appropriate. Such other penalties may include (but are not limited to) rolling back hours of operation, fixing other conditions on the license.

In fixing the penalty for sales to underage individuals, the Board may consider the following factors:

- (a) licensee's policies and procedures and application of those policies and procedures to guard against service to underage individuals;
- (b) severity and type of offense;
- (c) efforts made to identify purchasers of alcohol;
- (d) appearance of the underage purchaser of alcohol;
- (e) quality of the evidence of a violation;
- (f) circumstances of the case; and
- (g) number and nature of licensee's previous violations.

B. Transfers

Licenses granted under these Policies, Rules, and Regulations may not be transferred or assigned except with the approval of the Board and in accordance with Chapter 138 of the General Laws and rules, regulations, and policies of the Alcoholic Beverages Control Commission. *Assignment of stock in incorporated licensed places for the purpose of safeguarding the assignee on loans, etc., gives no right to such assignee to conduct the business of the licensee; therefore, licensees must notify the Board immediately when the assignee forecloses under such assignment of stock.*

Special (One-Day) Liquor License Policy

Approved: 6/7/10

Revised: 4/12/12

Revised: 1/12/15

1. A one-day “special” license for the sale of **wine & malt only beverages** may be granted to the responsible manager of any indoor or outdoor (see #2) activity or enterprise.
A one-day “special” license for the sale of **all alcoholic beverages** may be granted to the responsible manager of any non-profit organization conducting any indoor or outdoor (see #2) activity or enterprise.
2. Sale and consumption are limited to inside of the premises, with the exception of Town Hall and Whittemore Robbins House events, which shall permit sale and consumption in designated areas of the Town Hall Garden and Whittemore Robbins Gardens respectively. If allowed by Board vote, outdoor sale and consumption may occur only in a defined outside area away from public ways.
3. Consistent with Section 14 of Massachusetts General Laws Chapter 138, a responsible manager and alternate should be named by the organization, one of whom shall be on the premises at all times during the day(s) in question. The responsible manager must be at least 21 years of age. The name(s) and 24-hour contact information shall be on file with the Office of the Board of Selectmen and Police Services Division.
4. The Local Licensing Authority (Board of Selectmen) may impose reasonable conditions and limitations on any special license that is granted, including but not limited to the hours of operation and the presence of a police detail(s).
5. **Security.** The applicant must present a security plan to the Arlington Police Department before filing this application. This security plan must include provisions for:
 - crowd control,
 - dealing with unruly patrons,
 - emergency evacuations,
 - traffic/parking considerations, and
 - controlling access to alcohol by underaged persons.

Unless circumstances warrant otherwise, the security plan will require one police officer for an event that 150 people are expected to attend and two officers for an event that 300 or more people are expected to attend. *The Chief of Police, Operations Commander, or their designee (see attached Town Hall Events-Bar Requirements Sheet) must sign off on this application as to the security plan for the event **before** the application is filed with the Board of Selectmen.* Moreover, applicants must demonstrate that people who will be serving alcoholic beverages are at least 21 years of age and that at least one person who will be staffing each point of service of alcoholic beverages has certification in TIPS or comparable safety training.

6. Unless otherwise voted by the Board of Selectmen, each special license shall cover a single activity or enterprise.

- a. A special license generally is granted for a single day only. The special license may be granted for more than one day at a time **only** if the activity or enterprise spans more than one day.
 - b. The fee for a special license shall be charged on a per-day basis.
- 7. The Board reserves the right to decline to consider any application filed later than 21 days before the proposed event. The Board may require the filing of references by the applicant at its discretion.
- 8. Organizers of any event requiring a one-day "special" liquor license must comply with state statutory and regulatory requirements, which can be found on the website of the Alcoholic Beverages Control Commission: WWW.MASS.GOV/ABCC. See Chapter 138, Section 14, of the Massachusetts General Laws and 204 C.M.R. 7.00. If necessary, organizers should consult private counsel to ensure compliance with these legal requirements.

Rules and Regulations for Licenses for the Sale of Wine and Malt Beverages to be Consumed on the Premises in the Theaters

Approved: 5/21/12

Revised: 1/12/15

I. GENERAL CONDITIONS

A. Conditions of Licensure: Compliance with Legal Requirements

Licenses for the sale of wine and malt beverages are subject to these Rules and Regulations as well as relevant provisions of state law (Chapter 138 of the Massachusetts General Laws) and the rules, regulations, and other guidance of the Alcoholic Beverages Control Commission, as they may be from time to time amended. Further, the Board may attach such conditions and restrictions to each license it issues as it deems to be in the public interest. All licensees must be familiar with all requirements that apply to their licenses and must abide by those requirements in the operation of their establishments. In addition to legal provisions governing liquor licenses, licensees must also maintain compliance with all other requirements that apply to the operation of licensed premises, including but not limited to the State Building Code, Fire Code, and Common Victualler and/or Food Vendor License requirements as well as all applicable Town Bylaws and codes. Failure to comply with these or any other applicable provisions may lead to further conditions being placed upon the license or to license suspension or revocation.

B. Application Process

1. **Forms:** Application for a license to sell alcoholic beverages for consumption on the premises requires submission of the following forms, in addition to any other information required by Chapter 138 of the General Laws or the rules, regulations, or policies of the Alcoholic Beverages Control Commission:

- (a) Alcoholic Beverages Control Commission application form;
- (b) Town of Arlington application form;
- (c) Criminal Offender Record Information ("CORI") release form; and
- (d) Department of Revenue release form.

The Board reserves the right to decline to process incomplete applications and to supplement or substitute required application materials at any time. Complete application information must be provided for each individual appearing on the application.

2. Fees:

- (a) **filing fee:** A non-refundable filing fee of \$100 must be submitted with each application;

- (b) license fees: The amount of annual license fees shall be tiered based on the number of days per year that the applicant expects to be open, as follows:

up to 50 days	\$ 750.00
50-99 days	\$1,250.00
100 days or more	\$1,750.00

For purposes of calculating the applicable annual license fee, any portion of a day or evening during which the applicant's establishment is open to the public for a movie showing, live performance, or other entertainment will be counted as one day.

By vote of the Board, this annual fee may be prorated for licenses granted after January 1.

The Board will reduce the annual license fee by \$200 for applicants who demonstrate successful completion of a certified server-training program.

- (c) The Board reserves the right to adjust any of the fees listed above from year to year.

- (d) form of payment: All payments must be made by certified or personal check.

3. Building and Site Plan: Every application must include the following information for the proposed licensed premises on a clear and accurate scale drawing;

- (a) The net floor area and dimensions of the existing room or rooms requested to be licensed, including dining rooms, function rooms, and storage rooms;

- (b) The location of any proposed service bars;

- (c) Moveable or secured seats and tables;

- (d) Entrance and exit doors, windows, and stairs; and

- (e) All rooms that are not requested to be licensed, but are on the same floor as the room or rooms that are requested to be licensed, identified as to function (e.g., kitchen, coatroom, lobby).

4. Corporate Ownership and Interest:

- (a) application materials: Every application made by a corporate entity shall state the full name and home address of the entity's president, treasurer, clerk, secretary, directors, investors, developers, managers, or any other person with a financial interest in the entity. The application shall be signed by a corporate officer duly authorized by a vote of the entity's board of directors or equivalent governing board. Copies of the following documents shall be filed with the application: the entity's certificate of incorporation, the vote authorizing the application, and the vote

appointing the manager or other principal representative with respect to the license being requested.

- (b) manager or principal representative: No corporate entity may receive a license to sell alcoholic beverages for consumption on the premises unless such entity shall have first appointed, by a vote of its board of directors or equivalent governing board, a manager or principal representative who is (1) a citizen of the United States; (2) vested with properly voted authority (evidenced by written delegation) over the premises to be licensed and the conduct of all business to be conducted thereon to the same extent that the licensee itself would be if a natural person resident in the Commonwealth; and (3) satisfactory to the Board.
- (c) change in interest: Except as otherwise provided by law, no change in the stock ownership of a corporate entity shall be made after the license has been granted or renewed without the express written approval of the Board.

5. Advertising & Notification: The applicant is responsible for complying with state-law requirements for advertising and written notification, including but not limited to requirements set forth in Sections 15A and 16C of Chapter 138 of the General Laws. The Board reserves the right to order additional notification.

6. Statements in Application Materials: Any false statement made in connection with an application shall be cause for denial of the license or for suspension, cancellation, or revocation of a license already granted.

C. License Duration, Renewals

Once issued, licenses are valid until December 31. The licensee is responsible for filing a renewal application at least 45 days before December 31. At the time of renewal, all previously submitted materials must be updated as appropriate and the required fee must be paid. The Board or its designee shall inspect the licensed premises prior to renewal and the complete inspection report must be filed with every renewal application. A renewal application that fails to meet any of these requirements will be treated as an original license application.

D. Supervision, Order, and Decorum

The licensee or licensee's manager or principal representative shall be present at the licensed premises at all times during which alcoholic beverages are offered for sale. The licensee may designate and authorize some other person to act as the responsible manager and be present at the licensed premises while alcoholic beverages are offered for sale, provided that this person shall first have been identified to, and approved by, the Board. The designated manager or representative described in this section shall be available to the Board or its designee at all times during which alcoholic beverages may be sold on the licensed premises. The full name, current residential address, and current business and home telephone numbers of all designated managers or representatives described in this section shall be on file with the Board. Failure to provide this information and keep it current shall alone be sufficient cause for suspension or revocation of the license.

The manager or representative on site shall at all times maintain order and decorum on the premises and in the area immediately surrounding the premises. These areas must be kept clean, neat, and sanitary at

all times. The manager or representative on site shall cooperate in all ways with Town officials, including but not limited to representatives of the Board, the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

E. Inspections

At any time, licensed premises are subject to inspection by the Board or its designee, including but not limited to the Police Department, the Fire Department, Inspectional Services, and the Board of Health.

F. Physical Plant

The location of service bars shall not be changed without the submission of an amended floor plan to the Board and the Board's written approval. No premises will be licensed unless adequate and appropriate toilet facilities are available to patrons. All licensed establishments shall have suitable appliances to maintain water temperature consistently at 180° so that eating, drinking, cooking, and serving utensils are thoroughly cleaned and sanitized. Licensed premises shall not allow in windows or on outside walls the posting of advertisements or signs carrying the brand name of any alcoholic beverages. Signage on the inside of licensed premises is subject to Board approval.

G. Violations

1. Generally: Any violation of Chapter 138 of the General Laws pertaining to licenses for the sale of alcoholic beverages to be consumed on the premises; any violation of the rules, regulations, or policies of the Alcoholic Beverages Control Commission relative to the sale of alcoholic beverages to be consumed on the premises; any violation of these Rules, and Regulations; or any violation of the conditions attached to any license granted under these Rules and Regulations may result in additional conditions being placed on the license or in the cancellation, suspension, or revocation of the license following a hearing before the Board. Any action taken under this section shall be commenced by written notification to the licensee at the address on file with the Board. A hearing held under this section shall commence within two weeks or as soon as reasonably practicable thereafter following written notification. The Board or its agents may seize a license immediately if, in the Board's discretion, public health or safety warrants such a seizure and the penalty must begin on the same day of the week as the violation occurred. If a license is seized immediately, a hearing will be commenced within two weeks of the seizure, unless the licensee assents in writing to a longer time.

2. Service to Underage Individuals: If, after notice and a hearing, the Board or its designee concludes that an under-aged person was served alcohol at a licensed establishment, the Board shall suspend the license as provided below, or for such other time as the Board in its discretion shall choose.

First offense:	3-5 days suspension
Second offense:	6-10 days suspension
Third offense:	10-15 days suspension or revocation

This section shall not impair the Board's discretion to impose some other type of penalty in place of license suspension if the Board concludes that another penalty is appropriate. Such other penalties may include (but are not limited to) rolling back hours of operation, fixing other conditions on the license, or suspending or fixing conditions on the licensee's other licenses, such as Common Victualler or entertainment.

In fixing the penalty for sales to underaged individuals, the Board may consider the following factors:

- (a) licensee's policies and procedures and application of those policies and procedures to guard against service to underaged individuals;
- (b) severity and type of offense;
- (c) efforts made to identify purchasers of alcohol;
- (d) appearance of the underaged purchaser of alcohol;
- (e) quality of the evidence of a violation;
- (f) circumstances of the case; and
- (g) number and nature of licensee's previous violations.

3. Compliance Checks: Theaters holding licenses for the sale of wine and malt beverages shall be subject to alcohol compliance checks to the extent permitted by law and to the same extent as any other licensee for the sale of alcoholic beverages to be consumed on or off the premises within the Town.

H. Transfers

Licenses granted under these Rules and Regulations may not be transferred or assigned except with the approval of the Board and in accordance with Chapter 138 of the General Laws and rules, regulations, and policies of the Alcoholic Beverages Control Commission.

II. SPECIAL CONDITIONS FOR THEATERS

A. Theater Venues Eligible for License to Sell Wine and Malt Beverages

A license for the sale of wine and malt beverages to be consumed on the premises may be granted to any privately operated enclosed entertainment facility with a minimum seating capacity of 100 that is used primarily for the presentation of motion pictures or dramatic, comedic, or musical performances.

B. Hours of Sale

Sales of wine and malt beverages shall be permitted during regular hours of operation of the theater.

C. Who May Purchase

Wine and malt beverages may be sold only to patrons holding tickets for a movie, performance, or other entertainment to be presented in the licensed establishment on the date and at the approximate time of the sale.

D. Limit on Sales

No patron may be served more than two wine or malt beverages per day. No more than two wine or malt beverages may be purchased by a patron at one time. No pitchers of beer or bottles or carafes of wine shall be served. Only alcoholic beverages sold on the licensed premises shall be consumed on the premises: no patron shall be permitted to bring alcoholic beverages purchased off-site onto any licensed premises for consumption. All alcoholic beverages purchased on the premises shall be consumed on the premises.

E. Place of Sales, Consumption

Wine and malt beverages may be sold only from one dedicated counter area. Once purchased, wine and malt beverages may be brought into any area of the theater in which food and non-alcoholic beverages are allowed to be consumed. Alcoholic beverages may not be served outside the licensed premises.

Sale of Wine at Farmers' Markets

Approved: 1/12/15

In 2010, the state authorized the sale of sealed bottles of wine by licensed farmer-wineries for consumption off the premises at "agricultural events" designated by the state Department of Agricultural Resources through Chapter 138 Section 15F.

Section 15F. Notwithstanding any other provision of chapter 138, in any city or town wherein the granting of licenses to sell wine is authorized under this chapter, the local licensing authority may issue to an applicant authorized to operate a farmer-winery under section 19B or in any other state, a special license for the sale of wine produced by or for the licensee in sealed containers for off-premise consumption at an indoor or outdoor agricultural event. All sales of wine shall be conducted by an agent, representative, or solicitor of the licensee to customers who are at least 21 years of age. A licensee under this section may provide, without charge, samples of wine to prospective customers at an indoor or outdoor agricultural event. All samples of wine shall be served by an agent, representative, or solicitor of the licensee to individuals who are at least 21 years of age and all samples shall be consumed in the presence of such agent, representative, or solicitor of the licensee; provided, however, that no sample shall exceed one (1) ounce of wine and no more than 5 samples shall be served to an individual prospective customer. For the purposes of this section, the term "agricultural event" shall be limited to those events certified by the department of agricultural resources as set forth in this section.

An applicant for a special license under this section shall first submit a plan to the department of agricultural resources that shall demonstrate that the event is an agricultural event. The plan shall include a description of the event, the date, time and location of the event, a copy of the operational guidelines or rules for the event, written approval that the prospective licensee has been approved as a vendor at the event, including the name and contact information of the on-site manager, and a plan depicting the premises and the specific location where the license will be exercised.

Upon review of the plan, the department may certify that the event is an agricultural event; provided, however, that in making that determination, the department shall consider the following factors: (i) operation as a farmers' market or agricultural fair approved or inspected by the department; (ii) frequency and regularity of the event, including dates, times and locations; (iii) number of vendors; (iv) terms of vendor agreements; (v) presence of an on-site manager; (vi) training of the on-site manager; (vii) operational guidelines or rules, which shall include vendor eligibility and produce source; (viii) focus of event on local agricultural products grown or produced within the market area; (ix) types of shows or exhibits, including those which are described in clause (f) of the first paragraph of section 2 of chapter 128; and (xi) sponsorship or operation by an agricultural or horticultural society organized under the laws of the commonwealth, or by a local grange organization and/or association whose primary purpose is the promotion of agriculture and its allied industries. The department of agricultural resources may promulgate rules and regulations necessary for the operation, oversight, approval, and inspection of agricultural events under this section.

An applicant for a license under this section shall file with the local licensing authority along with its application proof of certification from the department of agricultural resources that the event is an agricultural event. A special license under this section shall designate the specific premises, and dates and times covered. A special license may be granted for an indoor or outdoor agricultural event which takes place on multiple dates and/or times during a single calendar year but no special license shall be granted for an agricultural event that will not take place within 1 calendar year. The special license shall be displayed conspicuously by the licensee at the licensed premises. A copy of a special license granted by the local licensing authority shall be submitted by the authority to the commission at least 7 days prior to the date the agricultural event is first scheduled to begin. The local licensing authority may charge a fee for each special license granted, but such fee shall not exceed fifty \$50. A special license granted under this section shall be nontransferable to any other person, corporation, or organization and shall be clearly marked nontransferable on its face.

The commission may promulgate rules and regulations it deems appropriate to effectuate the purposes of this section.

Rules and Regulations for Caterer's Licenses

Approved: 1/12/15

Effective October 31, 2012, the legislature authorized a new type of annual, all alcoholic beverages license called the "Caterer's License." On August 1, 2012, the Governor approved Chapter 190 of the Acts of 2012 that created a new license Caterer's License pursuant to M.G.L. c.138, §12C. The Alcoholic Beverages Control Commission (ABCC) is responsible for issuing the license directly to a catering business for an annual fee of \$1500.00. There is no local involvement. A caterer's license authorizes the licensee to store, transport, sell and deliver alcoholic beverages in the ordinary course of the licensee's business. Alcoholic beverages may be stored only on the premises owned by the licensee or that the licensee has the exclusive right to occupy. An applicant who seeks a Caterer's License must also apply for a Transportation Permit, which the ABCC also issues directly for a fee of \$150.00.

The Caterer's License is an on-premises license, which allows a caterer to sell alcoholic beverages at private events (never at the caterer's principal place of business) for no more than five hours in a city or town that allows on-premises licensees under M.G.L. c. 138, §12. Licensed Caterer's cannot sell or deliver alcoholic beverages at events which occur in a licensed premises, i.e. a restaurant, hotel, club, etc.

In addition, the licensed caterer must:

- Purchase its inventory of alcoholic beverages from licensed wholesalers
- Maintain liquor liability insurance in a minimum amount of \$250,000.00/\$500,000.00
- Only permit individuals who have been certified by a nationally recognized alcoholic beverages server training program to serve alcoholic beverages
- At least 48 hours before any private event:
 - (a) notify the police chief and the local licensing authority that the licensed caterer will be serving alcoholic beverages in the city/town;
 - (b) provide a copy of the caterer's license to the police chief and the local licensing authority; (c) provide proof of insurance to the police chief and the local licensing authority; and
 - (d) provide an emergency contact number for the license manager to the police chief and the local licensing authority.

Rules and Regulations for Club Licenses

Approved: 1/12/15

Application Procedures

1. Club license applications to be filed in duplicate with Board of Selectmen. (Information therein to be typed or printed in ink.) Application to indicate whether veterans' organization or club.
2. Following to be submitted with application:
 - (a) License fee - \$100.00 (check made payable Town of Arlington).
 - (b) Copy of Club Charter, also a copy of current membership list as of January 1.
 - (c) Copy of House Rules.
 - (d) The full names and residence addresses of the President, Treasurer, Clerk, Secretary, Directors and Manager, or other Principal Representatives of the organization.
 - (e) A copy of the vote, of the Board of Directors, or other similar body certified by the Clerk or Secretary of the organization, specifically authorizing the officer, who shall be identified by name and residence address, to sign the application for the license on behalf of the organization.
 - (f) A certified copy of the vote of the Board of Directors or other similar body, appointing a person who shall be identified by name and residence address to act as Manager or other Principal Representative.
 - (g) Certified copy of minutes of the last meeting of the membership of the organization prior to the date of application.
3. Selectmen shall cause a notice thereof to be published, at the expense of the application, within ten (10) days of receipt of application.
4. Applicant shall, within three (3) days after publication, cause a copy of the notice, attached to club stationery, to be sent by registered mail, return receipt requested, to each abutting property owner, and to any school, church or hospital located within a radius of five hundred (500) feet. Town Engineer to supply names and addresses of abutters and any school, church or hospital within five hundred (500) feet. Following statements to appear on notice sent to any school, church or hospital "As required by Chapter 138, Section 15A of the General Laws your attention is directed to the necessity of written objection to prevent the issuance of the license referred to in the above-captioned legal notice."
5. "An affidavit of the applicant or of the person mailing such notice on his or her behalf, together with an attested copy of the notice mailed, shall be filed in the office of the licensing authority." Affidavit to be made on appropriate place on application form. Registered mail return receipts are to be filed with Selectmen.
6. The Selectmen shall cause an examination to be made of the premises. (Section 12 of Chapters 138 G.L.)

7. The Selectmen shall schedule a public hearing ten days after the publication of such notice.
8. Application shall be granted or dismissed by the selectmen not later than thirty (30) days after filing; and if favorably acted upon by the Selectmen it shall be submitted for approval by the Commission not later than three days following such favorable action. Licenses shall be issued not later than seven (7) days following receipt of notice of approval from Commission (Section 16B of Chapters 138 G.L.)

Club Operation & Service Regulations

1. THE LICENSE IS SUBJECT TO GENERAL LAW 138 AND THE REGULATIONS OF THE ALCOHOLIC BEVERAGES CONTROL COMMISSION AS WELL AS REGULATIONS, GENERAL OR SPECIFIC, MADE AT ANY TIME BY THE BOARD OR SELECTMEN.
2. Unless otherwise fixed for a particular license, club licensees may sell alcoholic beverages for consumption on the premises between the hours of 11:00 a.m. and 1:00 a.m. daily.
3. The licensee shall furnish the name and address of the club, also the Manager's name, address and telephone number, to the Board of Selectmen, Chief of Police and Chief of the Fire Department. Any change in location or of manager must be reported without delay to the Board of Selectmen, the Chief of Police and the Chief of the Fire Department.
4. Club licensee shall have a bartender or manager in charge during open hours who is of good moral character and a responsible type of person. He/She shall be held accountable for keeping order.
5. The bartender or manager shall be responsible for the conduct of its members and guests in the licensed premises. He/She shall prevent undue noise and disturbance to the neighborhood.
6. The bartender or manager shall refuse to serve a member or guest who is approaching a condition of "under the influence."
7. The bartender or manager shall make an effort to prevent a member or guest from operating a motor vehicle if said member or guest appears to be "under the influence."
8. The bartender or manager shall refuse to serve any member or guest under the legal age. When in doubt of age, the bartender shall require the showing of identification cards in accordance with Chapter 138, Section 34B of the General Laws.
9. No member, guest or employee shall be served alcoholic beverages after legal hour of sale of same.

10. No person is allowed in that area of the building where alcoholic beverages are served between the hours of 1:00 A.M. and 6:00 A.M, except persons whose names have been posted with the Chief of Police who may be present for custodial purposes.
11. No alcoholic beverages shall be taken from the building.
12. No licensee shall sell alcohol beverages in any part of the premises not specified on this license.
13. The licensed premises must be well lighted at all times.
14. There shall be no indecent or immoral entertainment on the licensed premises.
15. Gambling, lotteries, or other illegal machines or games are prohibited except as otherwise permitted by law.

16A. REGULATION ON LICENSING OF AUTOMATIC AMUSEMENT DEVICES

The Application for a license of an Automatic Amusement Device or Devices at any Club or Non-Profit Organization shall not be considered by the Board of Selectmen until a vote of the membership is taken.

Prior to the vote being taken, all members of the Club or Organization shall be notified in writing. The notice shall specify "the type of machine and the name of the machine being considered". The notice shall also state that "According to the Rules and Regulations of the Board of Selectmen, no gambling or payoff on any type of automatic amusement device is allowed. If any Club or Non-Profit Organization is found to be making payoffs which are illegal and constitute illegal gambling, after a Public Hearing, at which it is substantiated that illegal gambling did take place, the Club or Organization may be subject to temporary or permanent loss of their All Alcoholic Beverage License". (Adopted 7/28/86)

16. Membership. (i.e. Associate Membership or equivalent type) in licensed clubs, other than regular membership, shall be subject to the approval of the Board of Selectmen.
17. The licensed premises shall be subject, at all times, to inspection by members of the Board of Selectmen, their Executive Secretary, Town Manager, Board of Health or their representatives, Police Department, Fire Department, or any other department or official of the town so directed by the Selectmen.
18. Violations

- a. Generally: Any violation of Chapter 138 of the General Laws pertaining to licenses for the sale of alcoholic beverages to be consumed on club premises; any violation of the rules, regulations, or policies of the Alcoholic Beverages Control Commission relative to the sale of alcoholic beverages to be consumed on the club premises; any violation of these Policies, Rules, and Regulations; or any violation of the conditions attached to any license granted under these Policies, Rules, and Regulations may

result in additional conditions being placed on the license or in the cancellation, suspension, or revocation of the license following a hearing before the Board. Any action taken under this section shall be commenced by written notification to the licensee at the address on file with the Board. A hearing held under this section shall commence within two weeks or as soon as reasonably practicable thereafter following written notification. The Board or its agents may seize a license immediately if, in the Board's discretion, public health or safety warrants such a seizure and the penalty must begin on the same day of the week as the violation occurred. If a license is seized immediately, a hearing will be commenced within two weeks of the seizure, unless the licensee assents in writing to a longer time.

- b. Service to Underage Individuals: If, after notice and a hearing, the Board or its designee concludes that an under-aged person was served alcohol at a licensed establishment, the Board shall suspend the license as provided below, or for such other time as the Board in its discretion shall choose.

First offense:	3-5 days suspension
Second offense:	6-10 days suspension
Third offense:	10-15 days suspension or revocation

- c. This section shall not impair the Board's discretion to impose some other type of penalty in place of license suspension if the Board concludes that another penalty is appropriate. Such other penalties may include (but are not limited to) rolling back hours of operation, fixing other conditions on the license, or suspending or fixing conditions on the licensee's other licenses, such as Common Victualler or entertainment.
- d. In fixing the penalty for sales to underaged individuals, the Board may consider the following factors:
 - (i) licensee's policies and procedures and application of those policies and procedures to guard against service to underaged individuals;
 - (ii) severity and type of offense;
 - (iii) efforts made to identify purchasers of alcohol;
 - (iv) appearance of the underaged purchaser of alcohol;
 - (v) quality of the evidence of a violation;
 - (vi) circumstances of the case; and
 - (vii) number and nature of licensee's previous violations.

- 19. The Board of Selectmen reserves the right to amend these rules and regulations any time without prior notice.



**Town of Arlington
Legal Department**

Douglas W. Heim
Town Counsel

50 Pleasant Street
Arlington, MA 02476
Phone: 781.316.3150
Fax: 781.316.3159
E-mail: dheim@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Board of Selectmen

Cc: Adam Chapdelaine, Town Manager
Frederick Ryan, Chief of Police
Christine Connolly, Director of Health and Human Services

From: Douglas Heim, Town Counsel

Date: June 13, 2017

**Re: 2017 Alcohol Compliance Checks Violation Hearings – Zhu's Garden, Duet,
Arlington Liquors, and Prime, Your Local Butcher.**

On February 27 and 28, 2017, and again on March 8, 2017, the Arlington Police Department conducted comprehensive rounds of alcohol compliance checks on approximately thirty-three (33) Arlington establishments licensed to sell alcoholic beverages (27 restaurants, 1 theatre, and 5 package stores) as part of its 2017 Alcohol Compliance Check operations. The operation is detailed in Incident Reports Nos. 17005217, 17005303, and 17006003, copies of which are attached hereto. Two (2) of the tested restaurants, and two (2) of the tested package stores failed the compliance checks by serving alcoholic beverages to underage operatives who

volunteered for the Police Department's compliance operation in conjunction with the Arlington Youth and Safety Coalition.

The establishments found to have served/sold beverages to the operatives as detailed in the Incident Reports are as follows:

- Zhu's Garden
166 Massachusetts Avenue;
- Duet
190 Massachusetts Avenue;
- Arlington Liquors
94 Summer Street; and
- Prime, Your Local Butcher
1398 Massachusetts Avenue

Each of the licensed establishments which failed the compliance checks were notified by first-class mail and certified mail, return receipt requested, to appear at the Board's June 5, 2017 Hearing concerning the alleged violations, and subsequently notified of a postponement until the Board's June 19, 2017 meeting, where three of the four violations will be heard (Prime, Your Local Butcher will appear before the Board of Selectmen at their regular meeting on July 24, 2017).

The events set forth in the attached incident reports, if true, demonstrate violations of the state liquor licensing law and the regulations of the Alcohol Beverages Control Commission ("ABCC"). Specifically, Section 34 of Chapter 138 prohibits the sale or delivery of alcoholic beverages to a person under 21 years of age. The ABCC regulation located at 204 C.M.R. 2.05(2) further prohibits any illegality (such as a violation of Section 34) on licensed premises.

If after a hearing, the Board concludes that violations of the law occurred, it may decide to "modify, suspend, revoke, or cancel" the liquor license of these four establishments. See G.L.

c. 138, § 23. Upon information and belief, none of the establishments at issue previously failed APD compliance check operations. As such, the Board's Alcohol Licenses Policies, Rules, and Regulations (revised on July of 2016), suggests (but does not dictate) a 3-5 day license suspension for a first offense for service of alcohol to an underage person.

Moreover, as the Board may recall, Arlington Liquors is currently on probation (until November 30, 2017), having been issued a 5-day suspension held in abeyance during its probation for a separate violation of G.L. c. 138 sec. 64 and/or 204 C.M.R. 2.05(2) of a different nature (a February 2016 incident involving possession of marijuana on the premises). By the terms of its probation any finding of a violation by Arlington Liquors will automatically trigger a 5-day suspension to begin on a Friday, *in addition to any other penalty the Board metes out for this new violation.*

If the Board does decide to suspend these licenses, I note that under the Board's policy, the suspensions should begin on the same day of the week as the offense occurred following the Board's approval of a written decision developed by this Office.¹

¹ With respect to Arlington Liquors, permit me to note that the Board has latitude to decide whether the package store would serve one consecutive suspension including the 5 days held in abeyance (i.e., 8 to 10 consecutive days beginning either on the day of their 2016 violation or the day of their most recent violation) or two separate suspensions of 5 and 3-5 days respectively. Alternatively the Board also has discretion to issue a lengthier suspension, or a modification, or revocation of their license as the Board deems appropriate.


**ARLINGTON POLICE
ARLINGTON, MA**
INCIDENT # / REPORT #

17005303 / 1

OFFICER

PORCIELLO

RANK

INSP

REVIEW STATUS

APPROVED

INCIDENT #17005303 DATA

As Of 03/02/2017 08:02:10

BASIC INFORMATION
CASE TITLE

ALCOHOL COMPLIANCE CHECKS

LOCATION

112 MYSTIC ST

APT/UNIT #
DATE/TIME REPORTED

02/28/2017 18:48:30

DATE/TIME OCCURRED

On or about 02/28/2017 18:48

INCIDENT TYPE/OFFENSE

ASSIST

[NO PERSONS]

[NO OFFENDERS]

[NO VEHICLES]

[NO PROPERTY]

OFFICER REPORT: 17005303 - 1 / PORCIELLO (INSP)
DATE/TIME OF REPORT

02/28/2017 18:48:30

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

NARRATIVE

On February 28, 2017, I, Inspector Porciello along with Detective Sergeant Gallagher conducted alcohol compliance checks of restaurants and businesses licensed to sell and/or serve alcohol in Arlington. We worked with 2 juvenile operatives. One operative was a male party and the second operative was a female. Prior to conducting the checks both operatives were breath tested using the portable breath test. The female blew a 0.00 (test 107) and the male also blew a 0.00 (test 108). The operatives were photographed and provided me with parental releases. They were given a copy of the recommended guidelines for conducting underage sting operations. They both read, understood and signed the recommended guidelines. Both parties removed all money and forms of identification from their possession and we secured the items and money in a gun locker with the Criminal Investigations Bureau. Ivy Laplant from the Arlington

Youth and Safety Coalition provided us with 100 dollars to conduct the compliance checks on the previous evening and the remaining money was used to conduct the compliance checks on today's date. The operatives were provided with 20 dollars prior to entering any restaurant/business.

The following is a list of restaurants/businesses that were open and compliance checks were completed resulting in NO VIOLATIONS.

-At 4:59PM the operatives entered Sono located at 469 Summer St #3&4. No alcohol was served.

-At 5:32PM the operatives entered Scutra located at 92 Summer St. No alcohol was served.

-At 5:08PM the operatives entered Not Your Average Joes located at 645 Mass Ave. No alcohol was served.

-At 5:15PM the operatives entered Thai Moon located at 663 Mass Ave. No alcohol was served.

-At 5:17PM the operatives entered Pasha Mediterranean located at 669A Mass Ave. No alcohol was served.

-At 5:20PM the operatives entered Tryst located at 689 Mass Ave. No alcohol was served.

-At 5:25PM the operatives entered Mr. Sushi located at 693 Mass Ave. No alcohol was served.

-At 5:53PM the operatives entered Toraya located at 890 Mass Ave. No alcohol was served.

-At 6:00PM the operatives entered the Mystic Wine Shoppe located at 901 Mass Ave. No alcohol was sold.

-At 6:06PM the operatives entered Jimmy's Steer House located at 1111 Mass Ave. No alcohol was served.

-At 6:13PM the operatives entered Szechuan's Dumpling located at 1360 Mass Ave. No alcohol was served.

-At 6:18PM the operatives entered Thai E-Sarn located at 1377-1381 Mass Ave. No alcohol was served.

-At 6:35PM the operatives entered Nina Trattoria & Pizzeria located at 1510 Mass Ave. No alcohol was served. It should noted that this restaurant has not begun selling beer and wine.

The following is a list of the compliance checks that resulted IN A VIOLATION with a brief description of the violation.

-At 4:48PM the operatives entered Arlington Liquors located at 94 Summer St. At 4:50PM the operatives exited Arlington Liquors and returned to our vehicle carrying a six pack of 12 ounce Bud Light cans. The operatives informed us that the cashier sold them the six pack while failing to ask for identification. The operatives provided us with the sales receipt which documented that their purchase of the six pack amounted to \$7.00. The operatives returned the \$13.00 in change. They described the cashier as being a male with dark hair and having a tanned complexion. I entered Arlington Liquors and spoke to the cashier who identified himself as Almaz Imanlieve. I identified myself as an Arlington Police Detective and informed him that he sold a six pack to 2 underage operatives. Almaz acknowledged the sale and reported that he thought he had seen them in the business in the past.

-At 6:21PM the operatives entered Prime, Your Local Butcher located at 1398 Mass Ave. At 6:23 the operatives exited Prime, Your Local Butcher carrying a six pack of 12 ounce Heineken bottles. The operatives informed us that the cashier sold them the six pack while failing to ask for identification. The operatives provided us with a sales receipt which documented that their purchase of the six pack amounted to \$10.99. The operatives returned the \$9.01 in change. The cashier was described as a white male in his twenties with curly brown hair. As we were seated in the car an employee exited the business carrying trash. The operatives identified the employee as being the cashier who sold them the six pack. I then entered the business and spoke to the manager now known to me as Scott Carta. I identified myself as an Arlington Police Detective and informed Carta that a violation had occurred. I then directed Carta's attention to an employee who had been identified by the operatives as selling the six pack. Carta reported that the employee's name is James Cerone. We were able to speak to Cerone who acknowledged selling the six pack of Heineken without asking for identification.

It should be noted that the serves were never witnessed by Inspectors and were reported to us by the operatives.

Once back at the station 2 receipts from Arlington Liquors and Prime, Your Local Butcher were bagged as evidence together. The Bud Light six pack (12 oz cans) and the Heineken six pack (12 oz bottles) were tagged as evidence separately. The evidence bag containing the receipts and the 2 tagged six packs were then secured in evidence locker 3. The operatives were again breath tested using the portable breath test. The female blew a 0.00 (test 109) and the male also blew a 0.00 (test 110). The operative's property was returned. It should be noted that the tagged evidence indicates that the evidence was placed in locker 7. However, locker 7 was not operating correctly and the evidence was then placed in locker 3.

The remaining \$58.47 will be returned to Ivy Laplant.

**ARLINGTON POLICE
ARLINGTON, MA****INCIDENT # / REPORT #**
17006003 / 1**OFFICER**
PORCIELLO**RANK**
INSP**REVIEW STATUS**
APPROVED**INCIDENT #17006003 DATA**

As Of 03/09/2017 07:52:57

BASIC INFORMATION**CASE TITLE**

ALCOHOL COMPLIANCE CHECKS

LOCATION

112 MYSTIC ST

APT/UNIT #**DATE/TIME REPORTED**

03/08/2017 18:02:16

DATE/TIME OCCURRED

On or about 03/08/2017 18:02

INCIDENT TYPE/OFFENSE

ASSIST

[NO PERSONS]

[NO OFFENDERS]

[NO VEHICLES]

[NO PROPERTY]

OFFICER REPORT: 17006003 - 1 / PORCIELLO (INSP)**DATE/TIME OF REPORT**

03/08/2017 18:02:16

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

NARRATIVE

On March 8, 2017, I, Inspector Porciello along with Detective Sergeant Gallagher conducted alcohol compliance checks of restaurants and businesses licensed to sell and/or serve alcohol in Arlington. We worked with 2 juvenile operatives. One operative was a male party and the second operative was a female. The operatives were the same that were used in alcohol compliance checks assigned to incident numbers 17005217 and 17005303. Prior to conducting the checks both operatives were breath tested using the portable breath test. The female blew a 0.00 (test 111) and the male also blew a 0.00 (test 112). The operatives were then photographed. Both parties removed all money and forms of identification from their possession and we secured the items and money in a gun locker with the Criminal Investigations Bureau. Ivy Laplante of the Arlington Youth and Safety Coalition had previously supplied us with money for past

compliance checks. The remaining \$58.47 was used on today's date. The operatives were provided with 20 dollars prior to entering any restaurant/business.

The following is a list of restaurants/businesses that were open and compliance checks were completed resulting in NO VIOLATIONS.

-At 4:28PM the operatives entered the Commune Kitchen located at 203 A&B Broadway. No alcohol was served.

-At 4:43PM the operatives entered Sugo Cucina Italiana located at 164 Mass Ave. No alcohol was served.

-At 5:07PM the operatives entered Little Q Pot-Szechuan House located at 196 Mass Ave. No alcohol was served.

-At 5:12PM the operatives entered Ristorante Olivia located at 193-201 Mass Ave. No alcohol was served.

-At 5:15PM the operatives entered The Capital Theatre located at 204 Mass Ave. No alcohol was served.

-At 5:48PM the operatives entered Sabzi located at 352A Mass Ave. No alcohol was served.

Once back at the station the operatives were again breath tested using the portable breath test. The female blew a 0.00 (test 113) and the male also blew a 0.00 (test 114). The operative's property was returned.

The remaining \$58.47 will be returned to Ivy Laplante.

**ARLINGTON POLICE
ARLINGTON, MA**INCIDENT # / REPORT #
17005303 / 2OFFICER
PORCIELLORANK
INSPREVIEW STATUS
APPROVED**INCIDENT #17005303 DATA**

As Of 03/02/2017 08:02:10

BASIC INFORMATIONCASE TITLE
ALCOHOL COMPLIANCE CHECKSLOCATION
112 MYSTIC STAPT/UNIT #DATE/TIME REPORTED
02/28/2017 18:48:30DATE/TIME OCCURRED
On or about 02/28/2017 18:48INCIDENT TYPE/OFFENSE
ASSIST

[NO PERSONS]

[NO OFFENDERS]

[NO VEHICLES]

[NO PROPERTY]

OFFICER REPORT: 17005303 - 2 / PORCIELLO (INSP)DATE/TIME OF REPORT
02/28/2017 18:48:30TYPE OF REPORT
SUPPLEMENTREVIEW STATUS
APPROVED**NARRATIVE**

On March 1, 2017 at approximately 15:10 hours, the Bud Light and Heineken six packs were removed from evidence, photographed and disposed of. The photographs have been attached to this report.



Town of Arlington, Massachusetts

Appointment: Poet Laureate

Summary:

Catherine Desjardins (term to expire 7/31/2018)

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Desjardins_appt.pdf	Recommendation from Poet Laureate Committee, Meeting notice

Joe Curro, Chair
Board of Selectmen
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

July 6, 2017

Dear Mr. Curro:

The Town of Arlington Poet Laureate Committee wishes to recommend Cathie Desjardins as the next Poet Laureate of Arlington. As Miriam Levine concludes her service to the town, we strongly recommend that Cathie Desjardins be appointed as the second Poet Laureate for the Town. Ms. Desjardins stood out strongly against the other applicants; she has wonderful ideas to reach out to Town members young and old, sharing her passion for poetry and her gifts as a teacher. Ms. Desjardins spoke a lot in her interview about bringing people together through poetry. She is excited to continue office hours in the library, to lead workshops in the library and all over town, to work with our local media sources to bring poetry to a wider audience and to reach out to the schools to work with them on poetry projects. We are all thrilled by her application and interview and we hope you will be as excited as we are.

If you have any questions, please feel free to reach me anytime at 857-523-8064 or at lizahalley08@gmail.com.

Best,

A handwritten signature in cursive script that reads "Liza Halley".

Liza Halley, Chair
Poet Laureate Committee

With committee members John Burt, Jane Howard, & Pamela Powell

OFFICE OF THE BOARD OF SELECTMEN

JOSEPH A. CURRO, JR., CHAIR
STEVEN M. BYRNE, VICE CHAIR
KEVIN F. GREELEY
DIANE M. MAHON
DANIEL J. DUNN



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 1, 2017

Catherine Desjardins
23 Colonial Drive
Arlington, MA 02474

Re: Appointment: Poet Laureate Committee

Dear Ms. Desjardins:

As a matter of the standard appointment procedure, the Board of Selectmen requests that you attend a meeting of the Board of Selectmen at Town Hall, Selectmen's Chambers, 2nd Floor, 730 Massachusetts Avenue, on Monday, August 7th at 7:15 p.m.

It is a requirement of the Board of Selectmen that you be present at this meeting. Your presence will give the Board an opportunity to meet and discuss matters with you about the area of activity in which you will be involved.

Please contact this office to confirm the date and time with either Mary Ann or Fran at the above number.

Thank you.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script, reading "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Request: Common Victualler License

Summary:

Dunkin Donuts, 101 Broadway, James Angiolillo/John Angiolillo/
Christopher Angiolillo/Mohamed Hiaoui

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	application___inspection_packet.pdf	application & inspection packet

LICENSE APPLICATION REPORT

Type of License: Common Victualler License

Name of Applicant: James Angiolillo/John Angiolillo/
Christopher Angiolillo/Mohamed Hiaoui
Arlington Coffee Connection LLC d/b/a Dunkin Donuts

Address: 101 Broadway

The following Departments have **no objections** to the issuance of said license:

- Police x
- Fire
- Health
- Building
- Planning

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Police
- Fire x
- Health x
- Building x
- Planning x

The following Departments have **objections** to the issuance of said license:
(see attached)

- Police
- Fire
- Health
- Building
- Planning

Aug. 2. 2017 1:22PM

No. 0333 P. 2

ARLINGTON POLICE DEPARTMENT

Frederick Ryan
Chief of Police



POLICE HEADQUARTERS
112 Mystic Street
Telephone 781-316-3900

Town of Arlington
MASSACHUSETTS 02474

August 1, 2017

On Tuesday, August 1, 2017 at 12:00 PM, I called and spoke with James Angiolillo regarding this application for a Common Victualler License for the Dunkin Donuts, located at 101 Broadway. Mr. Angiolillo stated that he and his partners at Arlington Coffee Connection LLC already own and run 10 other stores. Mr. Angiolillo has operated at all levels of the business. The Dunkin Donuts is going to be run like all the other stores as a franchise.

I advised Mr. Angiolillo that the Board of Selectmen may be conducting C.O.R.I and S.O.R.I checks during the application process.

Pending the checks conducted by the Board of Selectmen's Office, Arlington Police Dept. is not aware of any law enforcement or public safety reasons to object to the Common Victualler License for the Dunkin Donuts.

Respectfully Submitted,

Detective Edward DeFrancisco

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: _____

Date: _____

[Signature]
8/2/17

Aug. 2. 2017 1:22PM

No. 0333 P. 3

From: "John Kelly (Fire Dept)" <JKelly@town.arlington.ma.us>
To: "MaryAnn Sullivan" <MSullivan@town.arlington.ma.us>
Date: 07/24/2017 04:45 PM
Subject: Re: Dunkin Donut/101 Broadway Inspection Report Request - Transfer

MaryAnn

This has already been inspected by our guys so nothing further is needed

Thanks

JK

Thank You

Deputy Chief John R Kelly
Arlington Fire Dept.
Operations Division
781-316-3803

-----Original Message-----

From: "MaryAnn Sullivan" <MSullivan@town.arlington.ma.us>
To: "Mike Byrne" <MByrne@town.arlington.ma.us>, "Ken McConnell" <KMcConnell@town.arlington.ma.us>, "Rick Vallarelli" <RVallarelli@town.arlington.ma.us>, "Natasha Waden" <NWaden@town.arlington.ma.us>, "Kylee Sullivan" <KSullivan@town.arlington.ma.us>, "Ali Carter" <ACarter@town.arlington.ma.us>, "Ed DeFrancisco" <EDeFrancisco@town.arlington.ma.us>, "John Kelly (Fire Dept)" <JKelly@town.arlington.ma.us>
Date: Mon, 24 Jul 2017 15:36:29 -0400
Subject: Dunkin Donut/101 Broadway Inspection Report Request - Transfer

Hello All-

Attached is a request for a transfer of ownership inspection request of Dunkin Donut/101 Broadway. This is a quicker than normal timeline request--if you have a problem please let me know. Hard copies are in the mail.
Thanks, Mary Ann

Mary Ann Sullivan
Town of Arlington
Selectmen's Office
(781) 316-3024
(781) 316-3029 FAX

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: Date: 8/2/17

Aug. 2. 2017 1:22PM

No. 0333 P. 4



Town of Arlington
Department of Health and Human Services
Office of the Board of Health

27 Maple Street
Arlington, MA 02476

Tel: (781) 316-3170
Fax: (781) 316-3175

MEMO

To: Board of Selectmen
From: Kylee Sullivan, Health Compliance Officer
Date: August 1, 2017
RE: Board of Health Comments for Selectmen's Meeting on August 7, 2017

Please accept the following as comments from the Office of the Board of Health:

**Dunkin' Donuts (101 Broadway Street)
Common Victualler License**

- *This office is currently reviewing the plan review application that was submitted for Dunkin' Donuts. A letter will be sent to the owner outlining the conditions of approval by the end of next week.*
- *Once the plans have been approved and conditions outlined in the approval letter have been met, this office will conduct a final inspection before issuing a permit to operate a food establishment.*
- *It is the owner's/manager's responsibility to ensure that the establishment complies with 105 CMR 590.000 (1999 Food Code).*

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: _____

Date: _____

8/2/17

Aug. 2. 2017 1:22PM

No. 0333 P. 5

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, **August 2, 2017**
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 101 Broadway
Applicant's Name: James Angiolillo/ John Angiolillo/
~~Christopher~~ Charles Angiolillo/ Mohamed Hiaoui
Arlington Coffee Connection LLC
D/B/A: Dunkin Donuts
Telephone: 781-231-1681 / James Angiolillo
Department: Sent Interoffice Mail & E-mail

Date: 7/24/17

MEETING DATE: August 7, 2017

Inspected By:

RE: COMMON VICTUALLER

Police
Fire
Board of Health
Building
Planning

INSPECTION REPORT SECTION:

We have no objection of the issuance of this license.

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: Date: 8/2/17

Aug. 2. 2017 1:22PM

No. 0333 P. 6

**BOARD OF SELECTMEN
TOWN OF ARLINGTON - INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by, August 2, 2017
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 101 Broadway *Christopher*
Applicant's Name: James Angiolillo/John Angiolillo/~~Charles~~ Angiolillo/Mohamed Hiaoni
Arlington Coffee Connection LLC
D/B/A: Dunkin Donuts
Telephone: 781 231-1681
Department: Sent Interoffice Mail & E-mail - Date: 7/24/17

MEETING DATE: AUGUST 7, 2017

Inspected By:

RE: COMMON VICTUALLER

Police
Fire
Board of Health
Building
Planning—Ali Carter, Economic Development Coordinator

INSPECTION REPORT SECTION:

The application is for a transfer of ownership of a Dunkin Donuts franchise. The new applicants are experience Dunkin Donuts franchisees. The business is located in a B4 zoning district and remains an appropriate use.

The Department has no objection to the issuance of a Common Victualler license to this business.

Any changes in signage, including signs in the window, and changes to the facade of the building may be subject to review by this Department. The Applicant is reminded that all signs, including re-lettering of the existing signs require a permit issued by the Building Department. Other provisions of the Zoning Bylaw may apply as determined by the Building Inspector.

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: 

Date: 8/2/17

OFFICE OF THE BOARD OF SELECTMEN

730 Massachusetts Avenue
Town of Arlington
Massachusetts 02476-4908

(781) 316-3020
(781) 316-3029 fax

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

2017 JUL 21 AM 11:07

\$60.00 Filing Fee

APPLICATION

☒ COMMON VICTUALLER LICENSE

☐ FOOD VENDOR LICENSE (Take Out Only)

You must complete an application packet from the Board of Health Department located at 27 Maple St.

You must have the completed application reviewed by the Inspections Department located at 51 Grove St. before filing this application with this office

Location 101 Broadway Arlington
Name of Applicant Arlington Coffee Connection LLC
Corporate Name (if applicable) _____
D/B/A Dunkin Donuts
Date 7/18/17

(James Angiolillo
+
John Angiolillo)
Managing Members

I/We hereby agree to conform in all respects to the conditions governing such License as printed in the By-Laws of the Town, and such other rules and regulations as the Selectmen may establish. With the signing of this application, the applicant acknowledges that:

(A) it is understood that the Board is not required to grant the license.

(B) no work is to commence at the premises of the proposed location which is the subject matter of this application until the license is approved by the Board of Selectmen, and, furthermore, any work done is done at the applicant's risk, and

(C) in the event of a proposed sale of a business requiring a Common Victualler License, an application for a transfer of said license will be deemed to be an application for a new license (subject to the rules and regulations herein contained), and the owner of such business shall be required to file with the Board of Selectmen a thirty day notice of his intention to sell same before such application will be acted upon by the Selectmen.

(D) that the license is subject to revocation if the holder of the license does not comply with Town By-Laws or the Rules and Regulations of the Board.

Signature Name [Signature]

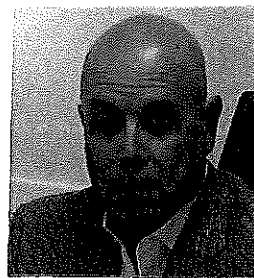
Signature Name James Angiolillo

Phone: 781 231 1681 Email: ANGIOLILLOCPAS@AOL.COM

Note: (A) If a corporation, state full names and addresses of principal officers.

(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

Name <u>John Angiolillo</u>	Name <u>James Angiolillo</u>
Address <u>2 Tapley Rd</u>	Address <u>44 Spruce Rd</u>
City <u>Lynnfield MA</u> Zip <u>01940</u>	City <u>North Reading MA</u> Zip <u>01864</u>
DESCRIPTION OF APPLICANT	DESCRIPTION OF APPLICANT
Born in the U.S., Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Born in the U.S., Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Born Where <u>Everett MA</u>	Born Where <u>Bridgeport CT</u>
Date of Naturalization <u>—</u>	Date of Naturalization <u>—</u>
Male or Female <u>Male</u>	Male or Female <u>Male</u>
Date of birth <u>[REDACTED]</u>	Date of birth <u>[REDACTED]</u>
Height <u>5</u> ft. <u>7</u> in.	Height <u>5</u> ft. <u>6</u> in.
Weight <u>175</u>	Weight <u>160</u>
Complexion <u>White</u>	Complexion <u>White</u>
Hair <u>Brown</u> Eyes <u>Brown</u>	Hair <u>NONE</u> Eyes <u>Brown</u>
Mother's Name <u>Mary Angiolillo</u>	Mother's Name <u>Mary Angiolillo</u>
Father's Name <u>James Angiolillo</u>	Father's Name <u>James Angiolillo</u>
Wife's Maiden Name <u>Pugliese</u>	Wife's Maiden Name <u>Rias</u>
Photo 1 inch by 1 inch	



The Establishment shall operate as: 4

☐ Sole Ownership ☒ Partnership ☒ Total Number of Partners ☐ Corporation Based in _____
(Once approved, please go to Clerk's Office for Business Certificate)

Corporate Information Required:

President _____
Secretary _____
Treasurer _____
Name Address Zip

Note: (A) If a corporation, state full names and addresses of principal officers.
(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

☐ Sole Ownership ☐ Partnership ☐ Total Number of Partners ☐ Corporation Based in _____
(Once approved, please go to Clerk's Office for Business Certificate)

President _____

Secretary _____

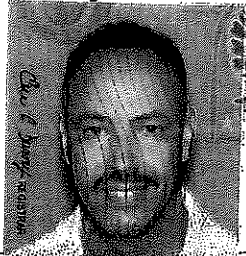
Treasurer _____

Name	Address	Zip
------	---------	-----

Note: (A) If a corporation, state full names and addresses of principal officers.

(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

Name MOHAMED HIAOUI Name _____
 Address 2 HARVEST Drive #204 Address _____
 City North Andover Zip MA 01845 Zip _____
 DESCRIPTION OF APPLICANT DESCRIPTION OF APPLICANT
 Born in the U.S., Yes _____ No ✓ Born in the U.S., Yes _____ No _____
 Born Where MOROCCO Born Where _____
 Date of Naturalization [REDACTED] Date of Naturalization _____
 Male or Female Male Male or Female _____
 Date of birth [REDACTED] Date of birth _____
 Height 5 ft. 11 in. Height _____ ft. _____ in.
 Weight 198 lb. Weight _____
 Complexion _____ Complexion _____
 Hair Black Eyes Hazel Hair _____ Eyes _____
 Mother's Name ZAHRA RIAUI Mother's Name _____
 Father's Name LAHCEN HIAOUI Father's Name _____
 Wife's Maiden Name GRAIOUI D Wife's Maiden Name _____
 Photo 1 inch by 1 inch



The Establishment shall operate as:

☐ Sole Ownership ☐ Partnership ☐ Total Number of Partners ☐ Corporation Based in _____

(Once approved, please go to Clerk's Office for Business Certificate)

Corporate Information Required:

President _____

Secretary _____

Treasurer _____

Name

Address

Zip

INFORMATION RELATIVE TO APPLICATION

Breakfast This is a Dunkin Donuts Franchise
 Yes ☒ No ☐ Serving Coffee Beverages, Muffins,
 Lunch Donuts and specially sandwiches
 Yes ☒ No ☐ to be consumed any time of day
 Dinner _____
 Yes ☐ No ☐

Do you own the property? Yes ☐ No ☒ Tenant At Will _____ Lease 15 years

Hours of Operation:

Day Mon - Sun Hours 5am - 11pm
 Day _____ Hours _____
 Day _____ Hours _____

Floor Space 1560 Sq. Ft. Seating Capacity (if any) 14

Parking Capacity (if any) 10 spaces Number of Employees 12

List Cooking Facilities (and implements)

Just Ovens. Products are delivered
by Central Bakery

Will a food scale be in use for sale of items to the public? Yes ☐ No ☒

Will catering services be provided by you? Yes ☐ No ☒

A copy of the following items must be submitted with the application:

1. Layout Plan of Facility & Fixtures
2. Site Plan (obtained at Bldg. Dept., 51 Grove St.)
3. Outside Facade and Sign Plan (dimensions, color)
4. Menu
5. Maintenance Program

If the facilities are not yet completed, provide estimated cost of work to be done \$ _____

FOR OFFICE USE ONLY

Scheduled Hearing when Application will be presented to Board of Selectmen for approval:

Date _____ Time _____

Board Action: Approved Yes ☐ No ☐

APPLICANT'S RESUME

John AngiolilloFood Business Experience of Applicant

From 1992 to 2017
 Employee D/B/A
 Sole Owner Location
 Partnership Dunkin Donuts Type Food Fast Food
 Corporation Number of Employees 100 +

From _____ to _____
 Employee D/B/A
 Sole Owner Location
 Partnership Type Food
 Corporation Number of Employees

List any other information that you feel will assist in the review of this application.

I have been a Dunkin Donuts Franchisee since 1992
and currently own 10 stores. I have operated at
all levels of the business

Additionally I am a CPA and Partner of Angiolillo + Assoc CPAs
Since 1989

REFERENCES

Bank Stoneham Bank Type Account Personal ☒ Business ☒
 Address Montvale Ave Stoneham Phone 781 438 0430
 Account Number Various Contact Michael Connelly
 Personal Reference Richard D'Angelo
 Address 8 Sasha Cir Peabody MA Phone 781-389-7841
 Prior Employer Self Employed all my life
 Address _____ Phone _____
 Number of years employed _____ From _____ To _____
 Contact _____ Position Held _____
 Other _____

Name

Address

APPLICANT'S RESUME

James AngiolilloFood Business Experience of Applicant

From 1992 to 2017
 Employee D/B/A
 Sole Owner Location
 Partnership Dunkin Donuts Type Food Fast Food
 Corporation Number of Employees 100 +

From _____ to _____
 Employee D/B/A
 Sole Owner Location
 Partnership Type Food
 Corporation Number of Employees

List any other information that you feel will assist in the review of this application.

I have been a Dunkin Donuts franchisee
since 1992 and currently own 10 stores
I have operated at All Levels of the Business

Additionally I am a CPA and Founding owner/partner
of Angiolillo + Assoc CPA's Since 1985

REFERENCES

Bank Stoneham Bank Type Account Personal ☒ Business ☒
 Address 80 Montvale Ave Stoneham Phone 781 438 0430
 Account Number Various Contact Michael Connelly
 Personal Reference Anthony DiNuzzo
 Address 17 West St Danvers MA Phone 978-777-7242
 Prior Employer Self employed since 1985
 Address _____ Phone _____
 Number of years employed _____ From _____ To _____
 Contact _____ Position Held _____
 Other _____

Name

Address

APPLICANT'S RESUME

Food Business Experience of Applicant

From 2007 to Present
 Employee Angello MGT Group D/B/A Dunkin Donuts
 Sole Owner _____ Location Salem, MA
 Partnership _____ Type Food QSR
 Corporation _____ Number of Employees 200+

From _____ to _____
 Employee _____ D/B/A _____
 Sole Owner _____ Location _____
 Partnership _____ Type Food _____
 Corporation _____ Number of Employees _____

List any other information that you feel will assist in the review of this application.

Salem State Univ.

Bachelor's degree in Management

REFERENCES

Bank NBT Type Account Personal ☒ Business _____
 Address Woburn, MA Phone 1888 226 5270
 Account Number _____ Contact _____
 Personal Reference James Angello _____
 Address 99 Walnut St Phone 781-231-1681
 Prior Employer _____
 Address _____ Phone _____
 Number of years employed _____ From _____ To _____
 Contact _____ Position Held _____
 Other _____

Name

Address

APPLICANT'S RESUME

Food Business Experience of Applicant

From 1989 to 1999
 Employee Watermark Donut Company D/B/A Dunkin Donuts
 Sole Owner _____ Location _____
 Partnership _____ Type Food _____
 Corporation _____ Number of Employees over 450

From 1999 to Present
 Employee AMG Management D/B/A Dunkin Donuts
 Sole Owner _____ Location _____
 Partnership _____ Type Food _____
 Corporation _____ Number of Employees 200

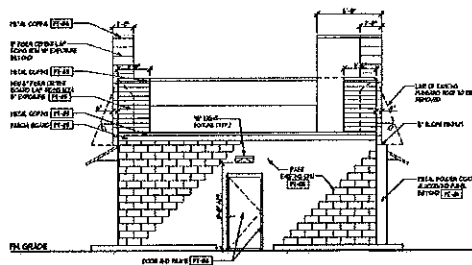
List any other information that you feel will assist in the review of this application.

Bachelor's Degree
 From Certified Food Business Manager Boston MA
 Employee Certified Baskin Robins Manager
 Sole Owner Certified Dunkin Donuts University Certification
 Partnership _____
 Corporation _____

REFERENCES

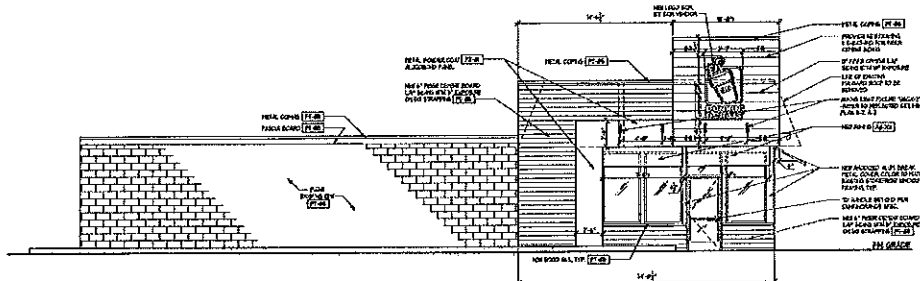
Bank Northern Bank Type Account Personal ☒ Business _____
 Address Woburn, MA Phone 1888 226 6270
 Account Number _____ Contact _____
 Personal Reference JAOUAD ELKAMOUSS
 Address Mill St, Arlington Phone 617 888 0110
 Prior Employer AMG Management
 Address Saugus MA Phone 781 231 1681
 Number of years employed 18+ From 1999 To Present
 Contact John Jim Angilletta Position Held General Manager / Part owner
 Other _____

Name	Address



1 REAR ELEVATION

1/4" = 1'-0"



2 LEFT ELEVATION

1/4" = 1'-0"

EXTERIOR FINISH MATERIAL SCHEDULE

ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS
1.01	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.02	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.03	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.04	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.05	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.06	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.07	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.08	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.09	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	
1.10	BRICK, COMMON, 2 1/2" x 3 1/2" x 8"	10,000	SQ. YD.	

CONTRACTOR'S NOTES

1. All work shall be done in accordance with the plans.
2. All materials shall be of the highest quality.
3. All work shall be done in accordance with the specifications.
4. All work shall be done in accordance with the specifications.
5. All work shall be done in accordance with the specifications.
6. All work shall be done in accordance with the specifications.
7. All work shall be done in accordance with the specifications.
8. All work shall be done in accordance with the specifications.
9. All work shall be done in accordance with the specifications.
10. All work shall be done in accordance with the specifications.

DUNKIN' DONUTS

FRESH BREWED

REVISIONS

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

MILAVARDS ARCHITECTS

101 BROADWAY
ARLINGTON, MA

MILAVARDS ARCHITECTS

101 BROADWAY
ARLINGTON, MA

MR. ERK LANA
PC: 3026-43

DUNKIN' DONUTS
101 BROADWAY
ARLINGTON, MA

101 BROADWAY
ARLINGTON, MA

A-4.1

- > As you requested, attached please find the
- > Floor plan for the Arlington store (2012 remodel) and the
- > signage proposal.
- >
- > The City
- > of Arlington rejected the additional building signage
- > stating that we could only have a Pylon sign or signage on
- > the building (based on Arlington building code 7.074 Signs
- > permitted in any B2A or B4 district). We opted to keep the
- > existing pylon sign.

Menu Items Dunkin Donuts

Extensive line of hot and cold coffee and tea beverages

Frozen smoothies

Iced teas, Energy Drinks, Fruited Ices drinks, water.

Bakery items. Muffins, Donuts,

Breakfast sandwiches and limited promotional time specialty sandwiches

Maintenance Program

As a Dunkin Donut franchise, we are inspected monthly by Corporate to insure all aspects of operations from food serving to sanitation to building maintenance are according to specifications.

We will have standing contracts with 3rd party pest control, cleaning companies, HVAC, refuse and building maintenance companies to ensure proper operational standards.



Town of Arlington, Massachusetts

CITIZENS OPEN FORUM



Town of Arlington, Massachusetts

For Approval: Sidewalk Treatment "Buy-Up" - Historic Districts

Summary:

Adam W. Chapdelaine, Town Manager

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Sidewalk_replacement_in_Historic_Districts.pdf	Memorandum



PUBLIC WORKS DEPARTMENT
TOWN OF ARLINGTON

51 Grove Street, Arlington, Massachusetts 02476
Phone: (781) 316-3104 Fax: (781) 316-3281

Memo to: Adam Chapdelaine, Town Manager

From: Mike Rademacher, Director

Date: July 28, 2017

Subject: Policy Discussion for Sidewalk Replacement in Historic Districts

Adam,

Recently the issue of sidewalk treatment in Historic Districts has been discussed. Most recently, when DPW planned to reconstruct a street within an Historic District with new concrete sidewalks, some of the property owners on that street objected. Their desire was to have brick walks rather than concrete. The major difficulty with regard to this topic, in my opinion, is twofold; the cost of constructing and maintaining brick sidewalks, and the issue of accessibility and brick surfaces.

Understanding that there are challenges associated with brick surfaces, there is still a desire to provide options to property owners in Historic Districts when it comes to the sidewalks material. One such option which has gained some momentum would be to allow property owners in an Historic District to “buy up” to a sidewalk treatment other than concrete (or asphalt). “Buying up” would essentially mean the property owner would pay the cost difference between a concrete sidewalk and an agreed upon sidewalk alternative. The preferred sidewalk alternative would be a concrete path, with brick trim. The details regarding this alternative still need to be ironed out but for discussion I propose the following:

- During the planning of paving and sidewalk construction projects, DPW Engineering will inform the Historic Districts Commission (HDC) of the proposed work.
- The HDC will reach out to the property owners within the proposed project limits and inform them of the work. At the same time, requesting a response from each location which would desire to “buy up” to a different sidewalk treatment.
- The HDC would then, through an agreed upon formal process, inform DPW Engineering of the property owners interested in the program.
- DPW Engineering would then meet with each interested party to outline what can be accomplished given possible ADA or geometric constraints.
- If a plan is agreed upon between DPW Engineering and the property owner, the property owner would submit fee to the Town for the “buy up” amount.
- DPW Engineering coordinates the work with its Contractor

A rigid schedule will need to be established to accomplish the above as complications will arise if these steps are taken in a last minute fashion.

In order to provide the Board with orders of magnitude, the following prices per linear foot can be referenced. However, any work to be performed under this proposed program would still need to be competitively procured and pricing could vary.

Asphalt Walk - \$12/lf

4" concrete walk - \$20/lf

6" concrete walk - \$23/lf

Brick trim in concrete walk - \$49/lf

Brick walk - \$79/lf



Town of Arlington, Massachusetts

Request Reconsideration of Parking Ticket Appeal Fee

Summary:

Joan M. Pirrello, 48 Wildwood Avenue

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Pirrello_CR.pdf	Correspondence from Ms. Pirrello, Meeting notice

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

48 Wildwood Avenue
Arlington, MA 02476
July 24, 2017

2017 JUL 25 PM 3:36

Board of Selectmen
Arlington Town Hall
Arlington, MA 02476

Gentlemen:

I writing in regard to your parking policy of a \$5.00 fee to file for repeal of a parking ticket for \$15.00. I was at the ^{Robbins} Library on Saturday, July 22nd and pushed the "ok" for 15 minutes. I was late by 3 minutes. I am 74 years old and it took a little longer to find what I was looking for after speaking with a reference librarian. I have lived in Arlington 40 years.

If I file for \$5.00 and then am rejected, the ticket costs me \$20.00. I paid the ticket & did not file for repeal. This policy is unjust.

Parking at the Library has always been difficult and now it is more so after Massachusetts Avenue has been reconstructed with a bike lane that usurped parking spaces at the center.

I am asking you to re-consider the \$5.00 filing fee (and 4 weeks to decision!).

Sincerely yours,
Joan M. Pirillo
a.k.a.
Joan M. Pirillo-Kemp

OFFICE OF THE BOARD OF SELECTMEN

JOSEPH A. CURRO, JR., CHAIR
STEVEN M. BYRNE, VICE CHAIR
KEVIN F. GREELEY
DIANE M. MAHON
DANIEL J. DUNN



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 3, 2017

Joan Pirrello
48 Wildwood Avenue
Arlington, MA 02476

Dear Ms. Pirrello:

We are in receipt of your correspondence of July 24th in which you discuss the five dollar filing fee to appeal a parking ticket.

Thank you for writing to the Board of Selectmen. Your correspondence will appear on the August 7th Selectmen's Agenda under "Correspondence Received". Although it is not necessary for you to attend the meeting, you may do so if you are so inclined.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Speeding Traffic Concern on Hutchinson Road

Summary:

Lauren Dowley via Request/Answer Center

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Dowley_web.pdf	Dowley Request on Request/Answer Center

From: "Request/Answer Center" <arlingtonma@mycusthelp.net>
To: "Mary Ann Sullivan" <MSullivan@town.arlington.ma.us>
Date: 07/24/2017 04:06 PM
Subject: [BOSAdmin] Incoming BoS Agenda Item Request

7/24/2017 4:04:51 PM
Hutchinson Rd Traffic

I have lived on Hutchinson Road for the past 4 years. The speed limit is 25 mph and it is a popular walking route. The road has become very busy and dangerous. There are no side walks. Cars are often doing 40-50mph. There has been no police presence to stop this despite my calling the police department numerous times. It is out of control and I am worried that someone is going to be killed. I want to see something done to curb the speeding on Hutchinson Road.

LaurenDowley

W083778-072417

Do **NOT** respond to this email. It is for informational purposes only. Click this link to review Request.
<https://mycusthelpadmin.com/ARLINGTONMA/Zadmin/ServiceRequests/Details.aspx?id=83778>



Town of Arlington, Massachusetts

Request One Space On Street Overnight Parking at or near 97 Bow Street

Summary:

Aine Minogue, 97 Bow Street

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Minogue_CR.pdf	Correspondence from A. Minogue; Meeting Notice

Agenda
8/07/17

July 28, 2017

Town of Arlington Selectmen

RE: Parking Request ; 97 Bow Street, Arlington, MA

Dear Sirs/Madam:

This letter serves to respectfully request permission to park at night in the vicinity of my home at 97 Bow Street except during parking bans and snow emergencies.

I work nights as a musician and don't have a regular commuting schedule (AineMinogue.com), otherwise I would gladly have taken the option to park at the Pierce School.

The Hurd Field would have been another good option, but the concern there is safety, most specifically walking back to my home late at night. (I live alone)
The hours vary from job to job and often involve lengthy commutes out-of-state. I wouldn't feel comfortable or safe walking from Hurd Field at strange hours.

A sewer easement granted to the town some years ago precludes us from making changes to the driveway in order to better facilitate parking. The sewer pipe underneath the driveway entrance makes the gradient unusually steep, even by Arlington Heights standards.

I would be happy to pay the fee. Oakledge Street is only one house over and would be ideal since it's a quieter street than Bow and the neighbors are lovely.

In summary, having looked at all options including working on the driveway and the alternatives for local parking, I would be most grateful for a permit to park on Oakledge or even Bow. I understand and appreciate that during parking bans and snow emergencies I would have to make other arrangements.

Thank you for your kind consideration.

Kind regards,

Aine Minogue, 97 Bow Street, Arlington, MA 02474
e: aine@minogue.com
c: 781 641 0903

OFFICE OF THE BOARD OF SELECTMEN

JOSEPH A. CURRO, JR., CHAIR
STEVEN M. BYRNE, VICE CHAIR
KEVIN F. GREELEY
DIANE M. MAHON
DANIEL J. DUNN



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 3, 2017

Aine Minogue
97 Bow Street
Arlington, MA 02474

Dear Ms. Minogue:

We are in receipt of your correspondence of July 28th in which you discuss the need of on street overnight parking.

Thank you for writing to the Board of Selectmen. Your correspondence will appear on the August 7th Selectmen's Agenda under "Correspondence Received". Although it is not necessary for you to attend the meeting, you may do so if you are so inclined.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,
BOARD OF SELECTMEN

Marie A. Krepelka
Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Problems with Certain MBTA Bus Stop Markings in East Arlington

Summary:

Catherine King, 215 Massachusetts Avenue

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	King_CR.pdf	Correspondence from C. King, Meeting notice

"Never interrupt your enemy when he is making a mistake."
Napoléon Bonaparte 1769 - 1821

C. Res.
8/07/17

Thursday, July 20, 2017

Kevin F. Greeley
Board of Selectmen
730 Massachusetts Avenue
Arlington, MA 02476

Re: Mass Avenue Project **markings for MBTA Bus Stops**

Dear Mr. Greeley:

Drivers sometimes park partly in the back end of the **MBTA Bus Stop** at **215 Mass Avenue**; this space is very short and not intended for vehicles to park. To date, I have not seen Arlington Police ticket cars that do this. (\$100.00 for parking in a T bus Stop; however, since the buses are wheel chair equipped, the fine should be \$200.00 for being in a Handicap space). This problem ought to be corrected by having the line repainted a few feet back closer to the Winter Street end of this T Stop.

During the Mass Ave Project, a **butt-out** was created near the Winter Street corner of *Ristorante Olivio*, at 201 Mass Avenue. This **butt-out** has become a deterrent to some of the bus drivers; instead of being able to drive straight along the curb as was done before the Mass Project, they come in at an angle. During high traffic times of the day, all three bus routes arrive at the same time. Both Routes **77** and **350** operate seven days a week and Route **79** Monday through Friday. The last ridership figures from the MBTA show a combine total of just over 2 million passengers per year.

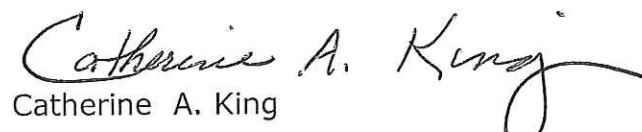
The Mass Avenue Project also placed a bench near the edge of the side walk - too near the edge - and facing the sidewalk, at 215 Mass Avenue. When more than one bus arrives at the same time - a common occurrence - the second and third buses let passengers off in front of this bench.

The T Bus Stop on the other side of Mass Avenue is even worse: two (of the 4) benches are on the edge of the sidewalk (and facing Mass Avenue rather than back to it) in front of **Capitol Theater** and **Otto** pizza, leaving virtually no free space for

exiting passengers to step onto. However, **this T Stop is not just a bus Stop; it is actually marked as a lane for Vehicles** intending to turn Right onto Lake Street; they often fill the T bus Stop space, forcing the drivers to let passengers off **in Mass Avenue** as well as making it impossible for the bus ramp to be lowered for wheel chair passenger (s) to board the bus. In the morning, cars aren't necessarily in the Bus Stop in order to turn Right onto Lake Street; they are actually stopped and parked. The driver of the *Fresh Bakery* truck is a major offender; he does this for his convenience, in order to have the back door of his truck line up with the door to **Quebrada Baking Co** making it much easier for him to delivery trays of items baked elsewhere.

Please consider what can be done at this point to eliminate the problems at both these MBTA bus Stops. I look forward to a letter of reply from you.

Sincerely,

A handwritten signature in cursive script that reads "Catherine A. King". The signature is written in dark ink and is positioned above the printed name.

Catherine A. King

215 Massachusetts Avenue, apt. 34

Arlington, MA 02474

Delivered in hand on this date to the Selectmen's Office.

OFFICE OF THE BOARD OF SELECTMEN

JOSEPH A. CURRO, JR., CHAIR
STEVEN M. BYRNE, VICE CHAIR
KEVIN F. GREELEY
DIANE M. MAHON
DANIEL J. DUNN



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

August 2, 2017

Catherine A. King
215 Massachusetts Avenue, Apt. 34
Arlington, MA 02474

Dear Ms. King:

We are in receipt of your correspondence in which you discuss problems with certain of the MBTA Bus Stop markings in East Arlington.

Thank you for writing to the Board of Selectmen. Your correspondence will appear on the August 7th Selectmen's Agenda under "Correspondence Received". Although it is not necessary for you to attend the meeting, you may do so if you are so inclined.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

NEW BUSINESS



Town of Arlington, Massachusetts

EXECUTIVE SESSION



Town of Arlington, Massachusetts

Next Scheduled Meeting of BoS September 11, 2017.